



MINUTES

SELECT BOARD

12/22/2020

Present: Select Board Member Bernard W. Greene, Select Board Member Nancy S. Heller, Select Board Member, Heather Hamilton, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc

5:30 pm recorded meeting using the Zoom virtual meeting platform

ANNOUNCEMENTS/UPDATES

Chair Greene: I wish everyone a safe and enjoyable holiday. There will be a new beginning for America in January with the newly elected president. People are still hungry, and for those that will receive government relief checks please consider donating to those in need or to a reputable charity.

Board member Heller: The Climate Action committee met and reviewed the Collins report and reviewed their recommendations; this may be before the this board soon

Board member VanScoyoc: Spent some time with Brookline restaurant owners; they are in a stressed situation due to COVID. They are looking for anything and everything that can get them through the winter. Please support these establishments. Plan to pick up your food so they can eliminate high delivery service charges. Consider the current curfews in place that closes restaurants at 9:30. Take out, pick up and tip.

Town Administrator Mr. Kleckner: last week we discussed the Mayor of Boston's COVID roll back regulations back. The Board decided not to roll back to that phase. Today Governor Baker rolled back capacity to 25% for offices, restaurants, etc. this takes effect Saturday December 26th, through January 10th.

A 900 billion dollar stimulus is considered from the government. Congress did not include general funding to local governments, in spite that COVID testing sites, food and other local insecurity funds are provided by local governments

PUBLIC COMMENT

Donelle O'Neal spoke Sanctuary Medicinals and an incident that occurred with his neighbor leading to his termination. He requested that Lt. Cullinane be relieved from his duties as a liaison. He inquired about community host funding and requested that the town starts promoting the REF fund.

Chair Greene responded they can acquire the video and the board asked the Cannabis Control Commission to help with an investigation. I will review the video along with another person to determine if the allegations on that video are true. We will do that to move this forward.

Ariella Hellman spoke on the private school order related to COVID that was put in place by the Town's Public Health official. The private school has a strong and favorable relationship with the Town, and public health dept. has been very supportive. The private school community was very

7.A.

In Select Board

12/22/2020

Page 2 of 13

surprised to hear the new protocols put in place. She spoke on their safety protocols that seem to be working for the schools. She added that no data or communication was offered related to the order from the Brookline Health official. A group of parents have reach out to state officials.

MISCELLANEOUS

Question of approving the meeting minutes from Tuesday, December 15.

On motion it was,

Voted to approve the minutes from Tuesday December 15, 2020 as amended.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

PROPRIETARY ITEMS

Question of approving the following proprietary items as recommended by the design team and the Building Department for the Driscoll School Project:

Door Hardware

Speakers

Fire Alarm

Security

Civil/Site

Geothermal Wells

Traffic and Transportation

Building Automated Controls

Charging Stations

On motion it was,

Voted to approve the following proprietary items as recommended by the design team and the Building Department for the Driscoll School Project:

Door Hardware

Speakers

Fire Alarm

Security

Civil/Site

Geothermal Wells

Traffic and Transportation

Building Automated Controls

Charging Stations

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

7.A.

In Select Board

12/22/2020

Page 3 of 13

AMENDMENT

Question of approving amendment #5 to the contract between the Town of Brookline and Leftfield LLC in the amount of \$11,770 for structural design peer review and life safety systems design third party review as required by code and/or local authorities for the Driscoll School Project.

On motion it was,

Voted to approve amendment #5 to the contract between the Town of Brookline and Leftfield LLC in the amount of \$11,770 for structural design peer review and life safety systems design third party review as required by.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CHANGE ORDER

Question of approving change order #3 to the contract between the Town of Brookline and Acme Waterproofing Company in the amount of \$30,000, for added and deleted scope for the Water Garage Slab Repair Project.

On motion it was,

Voted to approve change order #3 to the contract between the Town of Brookline and Acme Waterproofing Company in the amount of \$30,000, for added and deleted scope for the Water Garage Slab Repair Project.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CHANGE ORDER

Question of approving the GMP Change Order No. 6/PCCO No. 13 for the Brookline High School Expansion project with Skanska in the amount of \$628,419.

On motion it was,

Voted to approve the GMP Change Order No. 6/PCCO No. 13 for the Brookline High School Expansion project with Skanska in the amount of \$628,419.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CHANGE ORDER

Question of approving Change order No. 3 for the Harry Downes Field House Renovation in the amount of \$1,255.

On motion it was,

7.A.

In Select Board

12/22/2020

Page 4 of 13

Voted to approve Change order No. 3 for the Harry Downes Field House Renovation in the amount of \$1,255.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

NON-PARTICIPATING AGREEMENT

Question of approving and designating the Chair to sign Non-Participating Agreement Number 109121A with MassDOT Highway for the Carlton Street Footbridge Rehabilitation project.

On motion it was,

Voted to approve and designating the Chair to sign Non-Participating Agreement Number 109121A with MassDOT Highway for the Carlton Street Footbridge Rehabilitation project.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CONTRACT

Question of approving and authorizing the Chair to sign the Municipal Project 110% Funding Agreement Number 110748A with MassDOT Highway for the Carlton Street Footbridge Rehabilitation contract.

On motion it was,

Voted to approve and authorize the Chair to sign the Municipal Project 110% Funding Agreement Number 110748A with MassDOT Highway for the Carlton Street Footbridge Rehabilitation contract.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

TRANSFER

Question of approving the following budget transfer in the amount of \$8,000 within the Office of the Town Clerk:

From: 1620 1630 Voter Reg 525022 Postage \$8,000
To: 1620 1630 Voter Reg 531012 Office Supplies \$8,000

On motion it was,

Voted to approve the following budget transfer in the amount of \$8,000 within the Office of the Town Clerk:

From: 1620 1630 Voter Reg 525022 Postage \$8,000
To: 1620 1630 Voter Reg 531012 Office Supplies \$8,000

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

In Select Board

12/22/2020

Page 5 of 13

TEMPORARY LICENSE

Question of approving the temporary license agreement between the town of Brookline and Stillman Farm's for a CSA pickup location at 11 Pierce Street in the parking lot of the town's public health building on Sundays from December 27 to June 6.

Nancy Heller noted that this request is an important example of the town's partnership with a small business. Stillman Farms has been associated with the Brookline Farmers Market for many years. Years ago they had a drop off at the Health Dept. parking lot. This request is to temporarily use the health building's parking lot as a drop off and pick up of meats for their CSA members.

Kate Stillman gave a brief review of her company; her parents have a vegetable farm and she runs the meat side. Residents are asking for local products that are safe. This year due to COVID they are not participating in indoor winter's farmers market.

On motion it was,

Voted to approve the temporary license agreement between the town of Brookline and Stillman Farm's for a CSA pickup location at 11 Pierce Street in the parking lot of the town's public health building on Sundays from December 27 to June 6.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CALENDAR

KENT STREET NEGOTIATING COMMITTEE

Question of approving the following slate of members of the Kent Street Negotiating Committee:

Heather Hamilton
Roger Blood
Don Warner
Virginia Bullock
Steve Pratt Otto

Vice Chair Hamilton reviewed that this committee has been working to get something done at the Kent Street lot. They have a developer in mind, and are putting together a negotiation committee.

On motion it was,

Voted to approve the following slate of members of the Kent Street Negotiating Committee:

Heather Hamilton
Roger Blood
Don Warner
Virginia Bullock
Steve Pratt Otto

In Select Board

12/22/2020

Page 6 of 13

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

ECONOMIC DEVELOPMENT UPDATE

Update on 2020 Storefront Survey and initiatives undertaken to support the Brookline business community during COVID-19.

Kara Brewton, Director of Economic Development and Meredith Mooney, Commercial Areas Coordinator provided an annual storefront survey that was conducted October 22-October 24, 2020.

- Overview:

Brookline's 2020 storefront vacancy rate stands at 11.9%, up from 10% in 2019. This nearly 12% vacancy rate is the highest in over a decade, and far exceeds the Town's 7.1% vacancy rate during the height of the Recession. Nevertheless, it is surprising that, many months into a public health and economic crisis that has pushed small businesses to the limit, the vacancy rate is not higher. The Economic Development Division anticipates that the actual toll of the pandemic on Brookline's small business community will not be fully evident until the first and second quarters of 2021. We plan to conduct another storefront survey in late spring or early summer 2021 to reassess the extent of COVID's impact on our commercial areas.

- Analysis of Businesses Closed and Opened:

We analyzed the types of businesses that opened and closed in terms of sector (i.e. retail, restaurant, or service) and chain affiliation (i.e. independent, regional or local chains, or national chains). Two categories saw significant shifts: independent retail businesses and independent restaurants.

Independent retail businesses appear to have suffered disproportionately over the past year.

Brookline's net loss of six independent retail businesses indicates that the pandemic might have accelerated the gradual decline of retail businesses in Brookline evident over the past several years (see Brookline Retail Rate graph below). Several new restaurants that had already committed to lease agreements and were far along in the restaurant build-out and permitting processes prior to the start of the pandemic likely contributed to the net increase of five independent restaurants. The impact of openings and closings on the other sectors and chain affiliations appears to have been more balanced.

- Brookline Commercial Area Strengths:

Brookline's commercial areas possess several characteristics that might help to insulate them against the full force of the COVID-19 economic crisis. Brookline businesses are largely patronized by residents from Brookline and neighboring communities. Brookline's commercial areas are not primarily reliant upon daytime office workers (as is the case in Boston's Downtown Crossing or Cambridge's Kendall Square, for example), tourists, or business travelers. Tattle's pandemic operations provide evidence of this strength; Tattle's two Brookline locations have remained open throughout the pandemic, while its Boston and Cambridge locations in areas that pre-pandemic had high levels of daytime office workers have remained temporarily closed.

- Conclusion:

It is highly unlikely that the 11.9% 2020 vacancy rate is an accurate reflection of the toll that COVID-19 has taken on Brookline's small business community and commercial areas. Additional business closures, especially restaurant closures, are likely to occur in the first and second quarters of 2021.

The Board thanked Ms. Brewton and Ms. Mooney for their efforts and presentation.

In Select Board

12/22/2020

Page 7 of 13

BOARDS AND COMMISSIONS – INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Conservation Commission

Will Corrdin

Samuel Burrington

Small Business Development Committee

LeRoy Watkins

MLK Celebration Committee

Christiana Akins

Conservation Commission:

Will Corrdin is an avid outdoors person and grew up with woods behind his house. He is a former member of the Trustee of the Reservations. Mr. Corrdin regularly attends the Mass Land Trust conferences. He has worked with the park rangers cleaning up various open space areas. He spoke on the challenges of maintaining open space vs. development.

Samuel Burrington is a Brookline native and studied environmental economics. His focus is on environmental policy and impacts on public policy. He was an avid runner, hiker, and back packer. Mr. Burrington worked on a salmon fishery in Alaska and has developed a focus on protected spaces. A skiing accident left him in a wheel chair staying closer to home, plus the COVID crisis brought him to focus on areas of Brookline that offer peace and quiet while getting some exercise.

Small Business Development Committee

LeRoy Watkins is the owner of Viking Sports in Brookline. He has worked with the recreation and schools depts. to deliver their mission. As a small business owner he has seen firsthand the strength that small businesses have on a community. The small business community supports and strengthens the community and the greater community of Brookline. He can serve as a great resource for other business owners. Mr. Watkins is a member of the Brookline Chamber of Commerce, and has organized various local events.

MLK Celebration Committee

Christiana Akins organizes events and programs at Harvard College. Due to the pandemic she has been working at home and taking advantage of exploring the community. She is interested in event coordination and has an interest in promoting the ideals of Dr. King. She would like to see more participation from 18-22 year olds and spoke on how engagement has changed due to COVID restrictions. She spoke on living your life out loud intentionally, without regret and to speak up in the face of injustice as Dr. King promoted. A lot of things that he cared about are front and center right now.

In Select Board

12/22/2020

Page 8 of 13

LICENSE RENEWALS

Question of renewing the following licenses for 2021:

Alcohol

Common Victualler

Entertainment

Lodging House

Town Administrator Kleckner reviewed that some licenses were deferred from last week.

The Coolidge Corner Clubhouse is in the process of an ABCC proceeding. They had a hearing violation on State COVID restrictions. The ABCC is taking this under advisement. Brookline has no choice other than to renew their license at this time. Should there be a negative outcome we could hold our own hearing to determine any sanctions, suspensions or revoke of the license.

WOW Barbeque was determined to be closed. The health dept. closed it down. The establishment was not provided any notice of a license non-renewal. It is recommended that we renew the license and establish conditions that they cannot reopen until it is determined safe to dine there.

On motion it was,

1. Voted to approve the Alcohol, Common Victualler and Entertainment licenses related to the Coolidge Corner Clubhouse.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

2. Voted to approve the Alcohol, Common Victualler and Entertainment licenses related to Wow Barbeque *with the condition that all related departments provide positive reports related to health and safety concerns.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

Lodging houses

Chair Greene reviewed that all the various departments indicated there is no reason to deny any lodging house licenses. That said, we have heard from many members of the public. Under the regulations we cannot take complaints into consideration in the renewal process; a separate process would need to take place. He will allow public comment tonight related to issues with lodging houses.

Town Administrator Kleckner reviewed that there have been many complaints on general operations from a particular neighborhood. We have not received any specific complaints from our town departments. The paperwork has been up to date. Mr. Kleckner reviewed that since we cannot revoke the license without proper process, he will have an audit conducted and the town will take over lodging houses as a category that we focus on this year. He added that after review, the regulations for lodging houses need to be updated.

7.A.

In Select Board

12/22/2020

Page 9 of 13

The Board spoke briefly on the resident agent policy.

Board member Fernandez noted that the expectation that one has to be present onsite 24/7 is unrealistic. This requirement appears to be Brookline specific.

Public comments:

1. Neil Gordon, TMM#1 spoke on the lodging houses concerns in precinct 1. He added he is confident things will resolve with increased awareness and enforcement. He encourages a review of the licenses with the appropriate conditions and increased awareness from the license holders.
2. Elizabeth Kane thanked the Board considering this topic again. She spoke on two lodging houses behind her, the one that has an agent present and operates well, the one that does not appear to have an agent present has been difficult to communicate with and get the issues resolved. She noted that there are numerous lodging houses in a small concentrated area, and they need to be good neighbors.
3. James Franco, TMM#1 noted that this has been a nagging problem for years. The lack of recognition that it has been a nagging problem is also a problem. He noted some issues with the Pine Street lodging house and the lack of an agent there. He spoke on the trash in the alley there that does not seem to get addressed. He hopes an agent is required with appropriate contact information.
4. Bianca Peskin? spoke on graffiti and trash problems adding it would be helpful to have someone to connect with and be mindful with each other.
5. Sean Lynn-Jones, TMM#1 said this has been an issue for a long time, and the neighbors have been patient. The neighbors asked to meet with me to discuss the trash in the alley way. He added there is along email chain with town officials related to this. The town was reactive once, and that can happen again.
6. Terence Kean spoke on the concentration of lodging houses in this neighborhood. This neighborhood is saturated with lodging houses adding density. He added sometimes you can connect with someone at these residences, sometimes not. A lot would be solved by someone living at the residence to address these problems.

The Board agreed that the audit and inspection process should proceed. Board member Heller added that a resident agent on the premises 24/7 will be required. Board member Fernandez said he is not there yet, but this is something to consider and think about.

On motion it was,

Voted to approve the lodging house renewals as submitted.

*condition that an audit and inspection process is performed taking under consideration the public comments from the neighbors, and to ensure a resident agent is on location and available.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

FINANCIAL FORECAST

Deputy Town Administrator Melissa Goff and Finance Director Jeana Franconi appeared to present the Financial Forecast and preliminary Capital Improvements Plan.

7.A.

In Select Board

12/22/2020

Page 10 of 13

Town Administrator Kleckner said that this is the first opportunity to provide the board and the public with the scale of the budget. This is just projections and assumptions. In January there will be a budget education forum to provide more basic information to our residents.

Deputy Town Administrator Melissa Goff and Finance Director Jeana Franconi gave a PowerPoint presentation:

Highlights:

- Summary: Employee Benefits and Collective Bargaining continue to put pressure on Town and School budgets
- Local Receipts continue to lag
- School Cost pressures: SPED, Steps, Collective Bargaining
- Town Cost pressures: Collective Bargaining, Solid Waste and Recycling, Pension and OPEB funding
- Town budget \$1.7M deficit and the Schools have a FY2022 deficit of approx. \$9.5M (structural deficit)

Primary Assumptions

- Revenue
 - Within the Property Tax projections, “new growth” no longer based on anticipated projects – timing has been hard to predict and has reduced the base from which override plans have been built.
 - Uncertainty with State Aid - assuming 15% reduction
 - Refuse Fee - full year increase seen in FY22 (voted for 1/2 the year in FY21)
 - Parking Meter rates - recommended by the T-Board, but deferred by the SB for FY21
- Expenditures
 - Health Insurance rate increases of 5% in FY22 -23 + continued subscriber growth 30/10 S/T.
 - Pension- follows funding schedule based on valuation as of 1/1/20.
 - 2% Collective Bargaining increases in each fiscal year, 0% in FY22 for Town.
 - Schools assuming 5% personnel growth for steps, lanes and bargaining (net turnover).
 - Continued funding of OPEB’s per the Town’s funding schedule.
 - All formal Financial Policies (CIP, Free Cash, Reserves) are continued.

Discussion:

Board member VanScoyoc noted that those that have shown an interest in our budget are absent from this presentation. This is what it’s all about; it is never a closed process. It is a line by line, detail by detail review. If the estimates and projected expenses are built in we are short, and it will be a challenge to stay at current service levels. We are already shuffling to keep things the way they are.

Ms. Goff responded that the difference is, this year is outside of the norm within the school department; they lost a substantial amount of enrollment. We need to review what their budget projections are under a revised enrollment picture.

Board member VanScoyoc added that Town Meeting has been coming up with ideas for enterprise or new approaches adding services within a dept.; this adds extra demands that sometimes require adding a position. That is all well and good, but the budget is struggling and everything comes at a price, we may lose people in other areas to accommodate the demands. He noted that the school department has budgeted a 2.5% bargaining increase and wonders if that is a realistic and sustainable increase given the current climate.

In Select Board

12/22/2020

Page 11 of 13

Vice Chair Hamilton noted the projected deficit of \$11m between the town and school, with the school budget at a \$9.5m deficit. Ms. Goff replied that she and Mary Ellen from school finance sat down and looked at the town/school split. We reached the same landing point and are looking for guidance around assessments and building dept. cost. We are looking at a 60/40 split.

Vice Chair Hamilton asked about the school enrollment decrease. Ms. Goff replied is at around 800-900 students; the size of a school. We are trying to anticipate how many of these kids will come back after COVID.

Board member Fernandez added that our finances are where they are due to different issues outlined in the BFAC report. Town meeting members have followed an allowable process to present warrant articles. He asked about the town/school deficits', the town at \$1.7m and the schools at \$9m.

Ms. Goff replied out of the gate we are looking at those numbers, and acknowledged the pressures the schools are feeling. This year will be hard for the town to absorb that, and it will be a real challenge to balance and figure the problem out.

Board member Fernandez asked if the federal government provides any sort of relief or formula for funding. Ms. Goff responded that typically comes through state aid. We did receive some grants in 2008.

CIP review:

Balanced \$153.5M Six-Year CIP (FY22–FY27)

- \$10.5M for Classroom Capacity for lease/rental costs associated with the School's short-term space plan
- Fire Station Renovations \$21.3M – Debt exclusion recommended to address study recommendations
- *Environmental zoning to reduce exposure to contaminants*
- *Accommodations for a growing female workforce*
- Washington Street Rehabilitation & Complete Streets Project
- *Rehabilitation of 1.3 miles of Washington Street and associated intersections from Station Street (Brookline Village) northerly up to and including its intersection with Beacon Street (Washington Square).*
- Compressed CIP limits ability to meet cost escalation seen in annual CIP items (roads, parks, forestry)
- *Limited funding for new initiatives*

MAJOR PROJECTS

- Pierce School- Partnership with MSBA Construction budget TBD
- Washington Street Rehabilitation & Complete Streets Project
- Larz Anderson - \$15M (FY21-25, Future Years)
- Classroom Capacity - \$11.6M (FY21-FY26)
- Hammond/Woodland Traffic Signal / Road Diet – \$1.5M (FY25)
- Skyline Park \$1.98M (FY24-25)
- Amory tennis courts, Parking and Halls Pond \$2M (FY25)
- Fire Station Renovations - \$21.3M (FY22) debt exclusion
- Public Building Fire Alarm upgrades - \$2M (FY22-27)
- Fire Department's Engine #1 Replacement - \$800K (FY23)
- Fire Department's Engine #4 Replacement - \$825K (FY24)

Board member Fernandez asked about equity focused approach; perhaps addressing parks that are closer to those with less outside space.

In Select Board

12/22/2020

Page 12 of 13

Ms. Goff replied there is a rating system this year:

1. Has to be done (public safety, disruption of town services)
2. Should do
3. Could do that if funding was available

Ms. Goff added that we are at the high level, \$22.9 million debt in out years of the CIP. Pierce would need to get added on to that. Looking at 2019, the debt exclusion was \$3.2 million, now we are looking at \$22.9 million.

BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Economic Development Advisory Board
Select Board's Committee on Policing Reforms
Boylston Street Corridor Study Committee

Select Board's Committee on Policing Reforms

Chair Greene reviewed the applicant's qualifications

On motion it was,

Voted to appoint Robert Sable to the Select Board's Committee on Policing Reforms
Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

Boylston Street Corridor Study Committee

On motion it was,

Voted to appoint Mark Zurillo (Planning Board member) to the Boylston Street Corridor Study Committee
Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

Economic Development Advisory Board

On motion it was,

1. Voted to reappoint Paul Saner to the Economic Development Advisory Board for a term ending August 31, 2023
2. Voted to reappoint Alan Christ to the Economic Development Advisory Board for a term ending August 31, 2022
3. Voted to reappoint Cliff Brown to the Economic Development Advisory Board for a term ending August 31, 2023
4. Voted to reappoint Derrick Choi to the Economic Development Advisory Board for a term ending August 31, 2023
5. Voted to reappoint Kenneth Lewis to the Economic Development Advisory Board for a term ending August 31, 2022
6. Voted to reappoint Thomas Nally to the Economic Development Advisory Board for a term

7.A.

In Select Board

12/22/2020

Page 13 of 13

ending August 31, 2022

7. Voted to reappoint Marilyn Newman to the Economic Development Advisory Board for a term ending August 31, 2022
8. Voted to appoint Sandi Silk to the Economic Development Advisory Board for a term ending August 31, 2023

There being no further business, the Chair ended the meeting at 9:20 pm.

ATTEST

7.B.

SYDA FOUNDATION

Friday, December 11, 2020

Melvin A. Kleckner
Town of Brookline Administrator
333 Washington Street, 6th floor
Brookline, MA 02445

20 DEC 21 PM 2:15

Dear Mr. Kleckner,

On behalf of the Trustees of the SYDA Foundation, I send you our best wishes for the holiday season. This year, more than ever, we wish to convey our appreciation and warm thoughts to you, and to all those who ensure the wellbeing and safety of the residents of, and visitors to, the Town of Brookline.

We are very thankful to all of you who are serving the community non-stop during these challenging times. Thank you for your diligence in keeping the people safe and well informed, and like many other public servants, adapting your work and systems as needed so that your office can continue to fulfill its duty to the local community.

As an expression of our appreciation, the SYDA Foundation is donating \$3000.00 to the Town of Brookline, a donation check has been enclosed to support your valuable work.

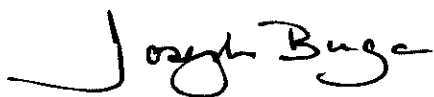
In addition, the SYDA Foundation requests that the donation be allocated equally (\$1,000.00 each) between the

- Town of Brookline General Fund
- Town of Brookline Police Department
- Town of Brookline Fire Department

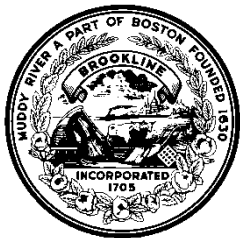
In the past, Merritt Hewitt, Manager for the Siddha Yoga Ashram in Boston, and Melvin Miller, SYDA Foundation representative, have shared with me how much they have enjoyed visiting you in person to present the donation, but because of the current situation this year we will miss that opportunity. My hope is that next year at this time we will be able to meet again in person.

Again, we offer our sincere thanks. May you all have a happy holiday season, and a safe and healthy New Year.

Best regards,



Joseph Buga
SYDA Foundation Trustee



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 From: Erin Chute Gallentine
 Date: December 28, 2020
 Re: **Contract No. PW/18-21 "Brookline Reservoir Park Improvements"**
Extra Work Order #1
 Cc: Mel Kleckner, Town Administrator

For your meeting on January 5, 2021, I respectfully request the Select Board vote to accept payment in the amount of \$212,720 from the Massachusetts Water Resources Authority (MWRA) and establish a special account to be used for repairs to Brookline Reservoir Park. Further, I recommend the Select Board approve an extra work order for David G. Roach and Sons, Inc. in the amount of \$212,720 to repair damages to Brookline Reservoir Park that were the result of an MWRA water main break on Lee Street.

On November 12, 2020, a 48" MWRA water main failed on Lee Street in the vicinity of Route 9 and the Brookline Reservoir. The water main break led to multiple days of MWRA crews, with the support of the Town, conducting emergency clean-up and repairs to the water main, roadway and park. Repairs restored both the public right-of-way and Reservoir to a safe and stable condition, however both require additional work for permanent repair to previous condition.

The Town and the MWRA have reviewed the attached proposal from David G. Roach & Sons, Inc. for repairs to Brookline Reservoir Park in the amount of \$212,720. Fortunately, David G. Roach & Sons, Inc. has a current contract with the Town for work at this site. The contractor recently completed a full reservoir, park and dam restoration project for the Town that is still under warranty, and therefore the contract is still active. The MWRA and Town agree that it is in the best interest of all parties to issue an extra work order for the current contractor to complete the required repairs to the Reservoir as they are not only currently under contract, but also familiar with the site and scope of work. The scope of work was reviewed by both MWRA and Town of Brookline staff and is based upon plans from the MWRA and the Town of Brookline park renovation project specifications contract PW18-21. The Department of Public Works, in collaboration with the MWRA, will oversee the all the repairs. The work is scheduled to begin in January and be completed by late spring 2021.

In order to complete the necessary repairs at Brookline Reservoir Park that resulted from the MWRA water main break on November 12, 2020, I recommend that the Board accept payment in the amount of \$212,720 from the MWRA and approve an extra work order with David G. Roach & Sons, Inc. in the amount of \$212,720 to complete all repairs.

TOWN OF BROOKLINE

ENGINEERING DIVISION

EXTRA WORK ORDER #1

I, Daniel Roach, duly authorized representative of David G. Roach & Sons, Inc., Contractor, agree to the following Brookline Reservoir Park restoration work under our contract to repair the damage from the November 12, 2020 MWRA main break on Lee Street:

Item No. 1	Mobilization, site access, clean-up and demobilization
Item No. 2	Tree protection
Item No. 3	Retrieve granite from reservoir
Item No. 4	Remove sediment from reservoir
Item No. 5	Regrade eroded slope, install geotextile fabric, add 1.5" stone, reset granite and mortar joints
Item No. 6	Install loam, seed, and bonded fiber between reservoir and trail
Item No. 7	Full depth reconstruction of stone dust path
Item No. 8	Regrade and top dress stone dust path
Item No. 9	Remove temporary walking path
Item No. 10	Install French drain, leaching basins, and discharge pipe
Item No. 11	Furnish 8" Sugar Maple
Item No. 12	Furnish and Install 2.5" Corylus Columa (Turkish Filbert)
Item No. 13	Install stop logs, poly, and sand bags to refill reservoir
Item No. 14	Replace concrete bench pads
Item No. 15	Loam and seed lawn area between trail and Lee Street

I further agree that the amount or amounts paid to David G. Roach & Sons, Inc., Contractor, for performing the extra work shall be as follows:

Item No. 1 Lump Sum	\$34,900.00
Item No. 2 Per Each (5 at \$695.00 Each)	\$3,475.00
Item No. 3 Lump Sum	\$5,650.00
Item No. 4 Cubic Yard (80CY at \$225.00/CY)	\$18,000.00
Item No. 5 Linear Foot (125LF at \$505.00/LF)	\$63,125.00
Item No. 6 Linear Foot (300LF at \$25.00/LF)	\$7,500.00
Item No. 7 Linear Foot (200LF at \$40.00/LF)	\$8,000.00
Item No. 8 Linear Foot (200LF at \$15.00/LF)	\$3,000.00
Item No. 9 Linear Foot (260LF at \$15.00/LF)	\$3,900.00
Item No. 10 Lump Sum	\$15,800.00
Item No. 11 Per Each (1 at \$8,300.00 Each)	\$8,300.00
Item No. 12 Per Each (1 at \$555.00 Each)	\$555.00
Item No. 13 Lump Sum	\$990.00
Item No. 14 Per Each (3 at \$2,050 Each)	\$6,150.00
Item No. 15 Square Foot (22,250SF at \$1.50/SF)	\$33,375.00

Net amount to Contractor = \$212,720.00

The work is in connection with the contract between David G. Roach & Sons, Inc. and the Town of Brookline, Massachusetts, "Brookline Reservoir Park Improvements", Contract No. PW/18-21, dated April 9, 2019 and the MWRA plans dated December 2020.

Approved:

12/22/20

Date

Approved:

Jim Gallentine

Commissioner of Public Works

David G. Roach & Sons, Inc.

(Contractor)

Daniel Roach

Daniel Roach

Town Administrator

Town Of Brookline

Contract Coding Approval Form

Department: Public Works/Engineering Division

Vendor Name: David G. Roach & Sons, Inc.

Vendor Number: 33549

Amount of Contract: \$212,720.00

Contract #: PW/18-21 "Brookline Reservoir Park Improvements"

Purpose of Contact:

Description: Restore portion of Brookline Reservoir Park that was damaged from the MWRA main break on Lee Street.

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
4995SWB7		6B0137		\$212,720.00

* For "WS" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4998WS08 would be "DPW CIP").

Department Head:

Jim Gallentine

Date 12/29/20

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

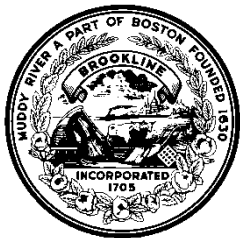
[Signature]
Comptroller

Complies with Appropriate Procurement Law
(MGL ch 149, ch 30 30 30M, or ch 30B)

[Signature]
Purchasing

1-4-21
Date Approved by Comptroller

1/5/21
Date Approved by Purchasing



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

December 28, 2020

David Coppes, Chief Operating Officer
 Massachusetts Water Resources Authority
 100 First Avenue, Building 39
 Charlestown Navy Yard
 Boston, MA 02129

Dear Mr. Coppes,

On November 12, 2020, a 48" MWRA water main failed on Lee Street in the vicinity of Route 9 and the Brookline Reservoir. The water main break led to multiple days of MWRA crews, with the support of the Town, conducting emergency clean-up and repairs to the pipe, roadway and park. Repairs restored both the public right-of-way and Reservoir to a safe and stable condition, however both require additional work for permanent repair.

The Town and the MWRA have reviewed the attached proposal from David G. Roach & Sons, Inc. for repairs to Brookline Reservoir Park in the amount of \$212,720. David G. Roach & Sons, Inc. has a current contract with the Town for work at this site. The contractor recently completed a full reservoir, park and dam restoration project that is still under warranty. The MWRA and Town agree that it is in the public interest to issue a change order for the current contractor to complete the required repairs to the Reservoir as they are currently under contract and familiar with the site and scope of work. The scope of work was reviewed by both MWRA and Town of Brookline staff and is based upon plans from the MWRA and the Town of Brookline park renovation project specifications in contract PW18-21. The Town will issue a change order to the current contract and oversee, in collaboration with the MWRA, permanent repair work to the Brookline Reservoir property. The bid price may be higher or lower based upon final units for each line item. The Town will coordinate any changes to the estimated quantities or scope with the MWRA and will invoice or reimburse for payment as appropriate.

Attached please find both the initial invoice and the price bid. Payment of the contractor bid price of \$212,720 will allow construction work to start as soon as the weather permits. It is in the best interest of both the Town of Brookline and the MWRA that permanent repairs are completed as expeditiously as possible. I want to again express my gratitude for the professionalism, communication and efficiency of MWRA staff at all levels. The coordinated response effort has enabled me to keep our elected officials and residents apprised of activities as they were happening in the field.

The Town will set up a special account for all repairs associated with the MWRA water main break.

Sincerely,

Erin Gallentine



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

INVOICE

December 28, 2020

**MWRA Water Main Break
Brookline Reservoir Repair**

Mobilization/Demobilization
Tree Protection
Retrieve Granite from Reservoir
Remove Sediment/Roadway from Reservoir
Regrade and Reset Eroded Slope
Loam, Seed & Stabilize Slope
Full Depth Reconstruction of Stone dust Path
Regrade & Topdress Stone dust Trail
Remove Temporary Walking Path
Install Leaching Basins/French Drain/Discharge Pipe
Plant 8" Sugar maple & 2.5" Turkish Filbert
Refill Reservoir
Replace Bench pads
Repair, Loam, Seed Area

\$212,720

Payable to: Town of Brookline

Please Remit to: Erin Gallentine, Commissioner
Town of Brookline
Department of Public Works
333 Washington Street
Brookline, MA 02445

**Note that this invoice is for advancement of work agreed to by both the MWRA and the Town of Brookline, but may not represent all costs associated with restoration of the Brookline Reservoir to its former condition.*

David G. Roach & Sons, Inc.

99 Barre Depot Rd
P.O. Box 359
S. Barre, MA 01074

Phone: 978-257-8560
Fax: 978-257-8564

To:	Town Of Brookline	Contact:	Jay Hersey
Address:	333 Washington Street Brookline, MA. 02445	Phone:	
		Fax:	
Project Name:	Brookline Reservoir Repair - MWRA Waterline Break	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Site Access, Cleanup & Demobilization	1.00	LS	\$34,900.00	\$34,900.00
2	Tree Protection	5.00	EACH	\$695.00	\$3,475.00
3	Retrieve Granite From Reservoir	1.00	LS	\$5,650.00	\$5,650.00
4	Remove Sediment From Reservoir Bottom	80.00	CY	\$225.00	\$18,000.00
5	Regrade Eroded Slope, Install Geotextile Fabric, Add 1.5" Stone, Reset Granite & Mortar Joints	125.00	LF	\$505.00	\$63,125.00
6	Install Loam, Seed & Bonded Fiber Between Reservoir And Trail	300.00	LF	\$25.00	\$7,500.00
7	Full Depth Reconstruction Of Stone Dust Path	200.00	LF	\$40.00	\$8,000.00
8	Regrade And Topdress Stone Dust Trail	200.00	LF	\$15.00	\$3,000.00
9	Remove Temp Walking Path	260.00	LF	\$15.00	\$3,900.00
11	Install French Drain, Leaching Basins & Discharge Pipe	1.00	LS	\$15,800.00	\$15,800.00
12	8" Sugar Maple	1.00	EACH	\$8,300.00	\$8,300.00
13	2.5" Corylus Columna (Turkish Filbert)	1.00	EACH	\$555.00	\$555.00
14	Install Stoplogs, Poly & Sandbags To Refill Reservoir	1.00	LS	\$990.00	\$990.00
15	Replace Bench Pads	3.00	EACH	\$2,050.00	\$6,150.00
16	Loam & Seed Lawn Area Between Trail And Lee St	22,250.00	SF	\$1.50	\$33,375.00

Total Bid Price: \$212,720.00

Notes:

- Pricing is based on current wage rates in effect until June 2021.
- Pricing is based on plans from MWRA dated December 2020
- Work will follow the specifications contained in the Town of Brookline Contract PW18-21

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: David G. Roach & Sons, Inc. Authorized Signature: _____ Estimator: _____
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TOWN OF BROOKLINE



OFFICE OF DIVERSITY, INCLUSION AND COMMUNITY RELATIONS

11 Pierce Street, Brookline, Massachusetts,
02445

Telephone: (617) 730-2300 Facsimile: (617)
730-2296

Dec 23, 2020

Memo: Approval of Donations

To: Brookline Select Board

Attn: Bernard Greene-Chair Person of the Brookline Select Board

Chairperson Greene,

The Office of Diversity, Inclusion and Community Relations seeks the Select Board's authorization to accept three donations to the Brookline Asian American Family Network to be appropriated into account 5900SH07 (The Asian American Heritage Fund). The donated funds will be used by the Brookline Asian American Family Network towards the annual Asian American Essay Contest.

- 1) \$250.00 from PK Crossley (Brookline Frames)
- 2) \$250.00 from Robert Guen DMD
- 3) \$250.00 from Frederick Taw (Golden Temple)

The total amount being donated is \$750.00.

Thank you for considering this request.

Sincerely,

Caitlin Starr, MPH, CDE

Office of Diversity, Inclusion, and Community Relations - Town of Brookline

7.D.

Assistant Director
11 Pierce Street
Brookline, MA 02445
[617-730-2345](tel:617-730-2345)

TOWN OF BROOKLINE



OFFICE OF DIVERSITY, INCLUSION AND COMMUNITY RELATIONS

11 Pierce Street, Brookline, Massachusetts,
02445

Telephone: (617) 730-2300 Facsimile: (617)
730-2296

Dec 23, 2020

Memo: Approval of Grant Funds

To: Brookline Select Board

Attn: Bernard Greene-Chair Person of the Brookline Select Board

Chairperson Greene,

The Office of Diversity, Inclusion and Community Relations seeks the Select Board's authorization to accept \$4,000.00 in grant funds from the Brookline Community Foundation to the Brookline Office of Diversity, Inclusion, and Community Relations to be appropriated into account 52005200 524010.

The grant funds will be used by the Office of Diversity, Inclusion, and Community Relations towards a facilitated Dialogue on Racism, Inequities and Engagement in Brookline. This program will have a participatory planning approach, address the needs of more inclusive community engagement, and will assist our Office in collecting qualitative community information to be used in the Disparity Report.

Thank you for considering this request.

Sincerely,

Caitlin Starr, MPH, CDE

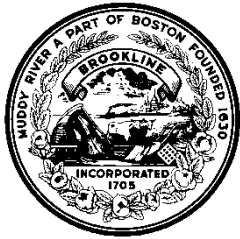
Office of Diversity, Inclusion, and Community Relations - Town of Brookline

Assistant Director

11 Pierce Street

Brookline, MA 02445

[617-730-2345](tel:617-730-2345)



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: The Select Board
 From: Erin Chute Gallentine - Commissioner of Public Works
 Date: December 29, 2020
 Re: Award of Contract No.PW/20-18 Larz Anderson Lagoon Structures
 Cc: Scott W. Landgren, RLA – Senior Landscape Architect Parks and Open Space Division
 Dan O'Donnell, Project Engineer

For your meeting on January 5, 2020, I respectfully submit for your approval, a request to award and execute Contract PW/20-18 to SumCo Eco-Contracting, LLC. for the Larz Anderson Lagoon Structures project, in the total amount of \$1,946,100.00. The amount includes the total base bid through Add Alternate A-2 with an additional \$80,800.00 for the unforeseen contract delays, which caused the sub-contractors price to increase.

The work completed under this contract is in line with the Town's Parks and Open Space Capital Improvement Plan and overall Master Plan for the park, and addresses areas of the park that have been identified for renovation. These proposed improvements come after an exhaustive examination, along with our historic consulting team, of the status of the current structures following stabilization repairs over the many decades. The consultant's determination was that the structures have reached their service life, including the various repairs, and now require full replacement. Therefore this contract entails full replacement of the tempietto structure (Temple of Love), full replacement of the causeway structure (bridge through the center of the lagoon), and full replacement of the arched pedestrian footbridge, along with repair of the existing weir. The Base Bid includes the Tempietto and Foot Bridge. Add Alternate A-1 includes replacement of the causeway structure. Add Alternative A-2 includes replacement of the historic water feature within the tempietto. The total project also includes new bituminous concrete walkways around the lagoon to provide ADA compliant pathways to and around these various structures.

On Thursday, August 19, 2020, proposals for the "Larz Anderson Lagoon Structures PW/20-18, were publicly opened and read. There were six bids received, summarized as follows:

	Base Bid	Total Bid through A-2
Sciaba Construction Corp.¹	\$1,222,200.00	\$1,836,200.00
SumCo Eco-Contracting	\$1,381,810.00	\$1,865,300.00
AETNA Bridge Company	\$1,463,000.00	\$2,653,000.00
RAD Sports	\$2,301,772.00	\$3,870,912.00
Northern Construction Services	\$2,365,000.00	\$2,975,000.00
NELM Corp.	\$2,389,000.00	\$3,794,000.00

1. Sciaba Construction Corp. not qualified responsive or responsible bidder

333 Washington Street ♦ Brookline, Massachusetts 02445-6863
 Telephone: (617) 730-2156 Facsimile: (617) 713-3727
www.brooklinema.gov

7.F.

Note that the apparent low bidder, Sciaba Construction Corp. was bypassed because they did not meet the minimum qualifications as stated in the construction bid documents and did not submit a responsive and responsible bid.

SumCo Eco-Contracting, LLC. has worked for the Department of Public Works prior and have very favorable references with a strong portfolio working on projects of this magnitude and expertise. We spoke to their project team with specific questions about how they will approach this project, and from this discussion, received confirmation they have given great thought as to how they will approach the sensitive nature of this project.

The Department of Public Works respectfully recommends the Select Board **award** and **execute** contract PW/20-18 with SumCo Eco-Contracting, LLC., 2 Centennial Drive, Suite 4D, Peabody MA 01960 in the amount of \$1,946,100.00. Funding for this contract is through the Parks and Open Space Department's Larz Anderson Park CIP line item.

Thank you for your time and consideration in regards to this project.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:


10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	12/29/20
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:

ASSISTANT CIVIL ENGINEER IV**Grade EN-04****PRIMARY PURPOSE**

Professional engineering design review, surveying, and construction management work relating to municipal infrastructure projects; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Supervise construction projects, including design, inspection and administration; design water rehabilitation projects; draw detailed contract plans and specifications for projects; prepare requests for proposals; oversee advertisement of projects, open bids and act as project engineer; make inspections, reports and estimates; prepare correspondence.

Act as a design engineer, including development of final construction documents and quantity and cost estimates; prescribe materials and construction techniques to be used.

Oversee drain and sewer projects by contractors; ensure that work is accomplished in accordance with town standards; manage consultants compiling data for sewer and drain projects; review plans and specifications; make recommendations and review final design.

Conduct investigations of any sewer or drain defects; determine defects (structural, lack of capacity, illicit connections or unnecessary inflow and infiltration); research and gather information for engineering design, including layout, control, elevations and underground utility locations to assist private contract engineers.

Perform land surveying to establish property lines, construction layout, as-built drawings, and direct the work of the survey crew.

Provide functional supervision of other engineering personnel, when performing specific assignments.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the administrative direction of the Director of Engineering and Transportation, following department policies and professional standards to complete assignments; professional judgment and decision-making is required; the supervisor provides general oral instructions and suggestions and reviews the results of work.

WORK ENVIRONMENT

Most work is performed in an office setting; some work is performed outside in field

Brookline, Massachusetts
Assistant Civil Engineer IV- Engineering/Transportation Division

conditions, with exposure to constant loud noise and potential exposure to equipment and hazards associated with construction sites. The workload is generally stable, but the nature of the work changes to reflect project phases and the construction season; may attend meetings of boards and commissions.

The employee operates standard office equipment, light truck, automobile, survey equipment, and related equipment.

The employee has contact with other town officials, contractors, consultants and the general public.

Errors could result monetary loss, injury to others, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor of Science Degree in civil engineering or a related field; five years of design development and contract management experience; experience with public utilities, design review and project oversight; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

Engineer in Training (E.I.T.) or Registered Land Surveyor

Eligibility for admission to the professional engineering examination

Valid Driver's License, Class D

KNOWLEDGE, ABILITY AND SKILL

Knowledge of municipal procurement and contracting procedures, land surveying, sewer, drain and water distribution systems, cost estimating, building codes, and engineering software.

Ability to analyze data and develop reports, analyze and identify project problems and find solutions, read, evaluate and interpret plans and specifications, evaluate construction work as it is performed, represent the town, communicate effectively, and make public presentations.

Problem-solving, analytical, planning and design, oral and written communication skills.

PHYSICAL REQUIREMENTS

Most work performed in an office; some work is performed in the field; moderate physical effort is often required when performing field duties. The employee is required to use hands to operate equipment, walk, stand, sit, speak, hear, reach with hands and arms, lift or move items weighing up to 60 pounds, such as lifting sewer drain covers and carrying equipment, and occasionally required to crouch, crawl, stoop, and climb. Vision requirements include the ability to read routine and technical documents, operate vehicles and use a computer and specialized engineering equipment.

*Brookline, Massachusetts
Assistant Civil Engineer - Engineering/Transportation Division*

7.G.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



TOWN OF BROOKLINE

Massachusetts

SELECT BOARD'S CLIMATE ACTION COMMITTEE

Selectperson Nancy Heller
Werner Lohe
Co-Chairs

To: Town Administrator Mel Kleckner
Brookline Select Board
From: Select Board's Climate Action Committee
Re: Collins Center Report

"The overarching recommendation is for the Town to view these individual recommendations as components of a comprehensive effort."

—Collins Center Report, p.3

The Select Board's Climate Action Committee (SBCAC) has discussed the "Organizational Assessment of Sustainability Functions," a report commissioned by the Town Administrator and produced by the Collins Center of UMass Boston in August 2020 (the Report)¹. This letter summarizes the SBCAC's recommendations regarding the Report.

We find the Report to be a well-conceived road map for moving our community forward to achieve our shared goals in confronting climate change and sustainability. With some relatively minor exceptions, we urge adoption and implementation of the Report's recommendations in their entirety.

We stress our agreement with the above quoted "overarching recommendation" that the six numbered recommendations should be seen as a coherent, holistic strategy. We recommend that the Town Administrator and Select Board publicly endorse the Report.

That said, we present some comments on the individual recommendations.

1. *The Sustainability Program Administrator position should be upgraded to Assistant Director of Sustainability Planning and a new Sustainability Planning Division should be created within the Planning and Community Development Department.*

We applaud Town leadership for moving so quickly to achieve this recommendation.

2. *The highest priority should be assigned to the development of a strategic plan built upon the foundation of the Climate Action Plan.*

We agree. This might be Job One for the new Assistant Director for Sustainability Planning. Since execution for much/most of the Strategic Plan will fall to Town staff, they will need to be integral in the

¹ <https://www.brooklinema.gov/DocumentCenter/View/22352>

9.A.

formation of the Plan that details both short term and long-term goals with an implementation timeline.

3. *The Select Board Climate Action Committee should be reviewed and reorganized as technical advisory body to support the key strategy areas of the Climate Action Plan.*

We agree that a review of the SBCAC is in order, and that it may well benefit from additional technical expertise. But we also believe that the SBCAC should continue to play a policy role. Many Town committees, boards and commissions combine expertise and decision-making; it is a valuable part of the political culture of Brookline.

4. *The Working Teams should be supported and fully utilized to engage staff, department heads, senior management, resident volunteers, and experts living in the community.*

We agree that Working Teams, utilized to further the Strategic Plan, constitute an important element of the sustainability effort. The concept, number, composition, and areas of interest of Working Teams should be reviewed by the incoming Assistant Director for Sustainability Planning and appropriate Town staff.

5. *A formal, standing team of Town staff, department heads, and senior management should be designated, and empowered, to drive the sustainability agenda throughout the organization.*

We agree. This is a crucial element of the overall strategy and we look forward to the Town Administrator committing to this recommendation once a new Director of Sustainability Planning is in place.

6. *The Human Resources Department should undertake a review of certain job descriptions across the organization to ensure that incentives and accountability for upholding the sustainability values of the community are included.*

We agree.

CENTRE STREET ZONING COMMITTEE

DRAFT CHARGE to be voted by Select Board

12-30-2020

The Centre Street Zoning Committee (CSZC or Committee) is charged with the responsibility of reviewing, analyzing and proposing modifications to the senior housing redevelopment proposal presented by Hebrew Senior Life (HSL) for its campus and in particular redevelopment of its properties at 108 Centre Street and 120 Centre Street.

The primary focus of the CSZC shall be to evaluate the proposed senior development scenario prepared by HSL. The evaluation shall involve a review of information provided by Town staff, the Council on Aging, Housing Advisory Board and HSL, among others as well as additional information requested of HSL. The Committee will review information on neighborhood and community impacts, current use of the existing properties, affordability, proposed site layout, and other issues related to the proposal. The CSZC shall also review the impact on and possible collaboration with the Town's Senior Center and related programs and services. Comment and feedback will also be actively solicited from nearby residents and other interested parties. The Committee will, per the Town's Community Engagement Plan, make a robust effort to engage the public, including our most vulnerable populations and those who are typically not involved in local government.

Additional issues that the CSZC shall address shall include but not necessarily be limited to: traffic impacts, historic preservation, sustainability elements, visual, massing and shadow impacts, relocation of current tenants and the provision of senior housing for low and moderate-income seniors, as well as expanding all housing opportunities for seniors.

Town staff will provide assistance to the CSZC, and members of boards, committees and commissions will be encouraged to attend and participate in meetings as needed or desired. The Planning Director shall ensure that all relevant boards, committees and commissions or staff under her jurisdiction and well as other municipal departments are aware of the work of the CSZC and have sufficient information in order to provide comment, expert opinion and/or attend its public meetings. The CSZC shall be authorized and delegated to work with the Select Board, Town Administrator, Planning Director, Town Counsel, Building Commissioner, Director of Council on Aging, and any consultants engaged by the Town in order to develop recommendations to the Select Board relative to proposed terms for a Memorandum of Agreement with HSL to address, including but not limited to, community impacts, affordability, tax certainty, operations, relocation, collaboration with the Brookline Senior Center, and sustainability.

It is expected that the ultimate deliverables of the CSZC shall be a proposed Zoning Amendment to create a Senior Overlay District, a Memorandum of Agreement between the Town and HSL, and any other associated documents to be submitted for approval at a future Town Meeting.

10.A.
Centre Street Zoning Committee
January 5, 2020

Nancy Heller, Chair	Select Board Member
Carol Caro	Senior Activist and Member, Brookline Commission for Women
Ken Goldstein	Former Select Board, Atty
Rob Heist	Member Commission on Disabilities, Neighbor
Bobbie Knable	At Large Advisory Committee Member
Carlos Ridruejo	TMM Pct 14, Advisory Committee Member
Dan Rosen	Former HAB member, Atty
Chuck Swartz	TMM Pct 9, Advisory Committee Member
Neil Wishinsky	Former Select Board, Advisory Committee Member

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 11/29/2020 10:13 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Natalia Linos
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	N/A
Email	[REDACTED]
Application for specific Board/Commission?	Advisory Council on Public Health
What type of experience can you offer this Board/Commission?	I am a social epidemiologist, and currently the Executive Director of the FXB Center for Health and Human Rights at Harvard. I have over fifteen years work experience in global health, having previously worked at the UN, leading the work on environment, climate change and health, and at the NYC Health Department working on racism and health, as well as mental health challenges. I bring relevant policy and research experience and am eager to support the vision for a more inclusive community that is healthy, safe, connected and equitable for all.
What type of issue would you like to see this Board/Commission address?	Health equity and action on the broader social determinants of health (which is already the focus) with an emphasis on racial justice and climate change.
Are you involved in any other Town activities?	Not very actively
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	NataliaLinos CV.pdf

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 11/20/2020 12:54 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	David L Gladstone
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Small Business
What type of experience can you offer this Board/Commission?	In excess of 30 years in small business both as a general manager in retail and as an officer in banks for business development
What type of issue would you like to see this Board/Commission address?	137 Bonad Rd
Are you involved in any other Town activities?	Member of the select board for climate action committee
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	DAVID L GLADSTONE RESUME 2020 (2).docx

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Tue 12/29/2020 1:31 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Jenn Mason
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	SBDC
What type of experience can you offer this Board/Commission?	I bring a lot of experience in working with small business and women/minority owned business. I also have experience in messaging/socialization of findings/storytelling/brand building and pivoting businesses.
What type of issue would you like to see this Board/Commission address?	I think the board is doing an exceptional job of sharing important information and I'd like to see how they can expand that to reach even more businesses.
Are you involved in any other Town activities?	I am also involved in the Brookline Villages Small Business group
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no, I am eager to participate, I made about 90% of the virtual meetings throughout covid and found them extremely helpful and would love to get involved!
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Transfer of License / Pledge of Collateral / New CV / New Ent / Alt Manager / Outdoor seating

Applicant: SLH Restaurants LLC
 DBA: The Brothers Restaurant
 Location: 404 Harvard Street

Application Details:

Application for a transfer of an All Alcohol Beverages Restaurant License from The Brothers Restaurant Corp d/b/a The Brothers Restaurant to SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline, MA. Proposed manager will be Simon Restrepo. The proposed seating is 74 inside and 8 outdoor. Proposed Operating Hours are Monday to Thursday 11:00AM – 10:00PM, Friday 11:00AM – 11:00PM, Saturday 7:00AM – 11:00PM and Sunday 7:00AM – 10:00PM. Proposed Alcoholic beverage service hours are Monday – Saturday 10:00AM – 12:00AM and Sunday 12:20PM – 12:00AM.

Application for a Pledge of Collateral for SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline, MA.

Application for a Common Victualler License for SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline, MA. The proposed seating is 74 inside and 8 outdoor. Proposed Operating Hours are Monday to Thursday 11:00AM – 10:00PM, Friday 11:00AM – 11:00PM, Saturday 7:00AM – 11:00PM and Sunday 7:00AM – 10:00PM. Proposed Alcoholic beverage service hours are Monday – Saturday 10:00AM – 12:00AM and Sunday 12:20PM – 12:00AM.

Application for a Entertainment License for SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline, MA. Entertainment will consist of radio, and televisions, Monday to Thursday 11:00AM – 10:00PM, Friday 11:00AM – 11:00PM, Saturday 7:00AM – 11:00PM and Sunday 7:00AM – 10:00PM. Live music with guitar and vocals Friday and Saturday 7:00PM – 12:00AM.

Application for Alternate Manager Michael A. Galledo for SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline.

Application for Outdoor Seating for 8 seats for SLH Restaurants LLC. d/b/a The Brothers Restaurant at 404 Harvard Street Brookline.

Reports (Attached):

Health Department (Pending)
 Building Department (Approved – Only approving 66 seats)
 Police Department (Approved – Pending some documents)
 Fire Department (Approved)

Tiffany Souza

From: David A Randolph
Sent: Tuesday, December 29, 2020 11:42 AM
To: Tiffany Souza
Subject: Re: Brothers Restaurant

Hi Tiffany,

The Fire Department has no issues with the CV or Outdoor seating for The Brothers Restaurant at 404 Harvard St.

Sincerely,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, December 29, 2020 11:17 AM
To: Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>; Dai Nguyen <dnguyen@brooklinema.gov>
Subject: FW: Brothers Restaurant

I must have missed this

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
333 Washington Street, 6th FL
Brookline, MA 02445-6853
☎: (617) 730-2203 | 📠: (617) 730-2054



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 29 December 2020

RE: Transfer of Section 12 All Kinds Alcohol License from the Brothers Restaurant Corp. to SLH Restaurants, LLC d/b/a The Brothers Restaurant at 404 Harvard St., Brookline, MA. Request for a new CV and Entertainment license and to appoint a Manager of Record and Alt. Manager for said license. SLH Restaurants is also requesting a Pledge of Collateral and additional Outdoor Seating.

Sir,

On behalf of SLH Restaurants, LLC d/b/a The Brothers Restaurant, Attorney Frank T. Ravinal of KSR Law, 160 Gould St., Needham, MA 02494, has submitted an application for a Transfer of an All Kinds Alcohol License from The Brothers Restaurant Corp. to SLH Restaurants, LLC d/b/a The Brothers Restaurant at 404 Harvard St., Brookline, MA. The proposed licensee is also seeking a CV and Entertainment license. Additional request for two co-owners, Mr. Simon Restrepo to be named as the Manager of Record and Michael A. Gallego to be name as an Alternate Manager.

The sole member of the current ownership, The Brothers Restaurant Corp, is:

Albeiro Lopera

President, Treasurer, Secretary and Director



New ownership SLH Restaurants, LLC, is:

Simon Restrepo

Owner 33.33% and Request as Manager of Record



Email: exotomultiservice@gmail.com



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

Mr. Restrepo has worked in the restaurant industry since 1989 as a chef. He is a US citizen over 21 years of age and a Naturalization document was submitted with the application. A safe service of alcohol certification was also submitted.

Mr. Restrepo has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him from being named as the Manager of Record, a supplemental report will be submitted

A check of our Master Name Record system reveals no contacts with Mr. Restrepo. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Manager of Record.

Michael A. Gallego

Owner 33.33% and Request as Alternate Manager



Mr. Gallego has worked in the restaurant industry since 2014. He is currently the restaurant manager of Las Delicias Colombianas 2 in Hyde Park, MA 02136 is currently in good standing with the City of Boston licensing board. There is a current CV license and an additional Section 12 application with a pending/deferred status. He is a US citizen over 21 years of age and birth certificate was submitted with the application. At this time he has not provided certification for the safe service of alcohol.

Mr. Gallego has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him from being named as the Alternate Manager of Record, a supplemental report will be submitted

A check of our Master Name Record system reveals no contacts with Mr. Gallego. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Alternate Manager of Record.

Luis F. Lopez

Owner 33.33%





Email: ferluis457@gmail.com

Mr. Lopez has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Lopez. A query of other applicable law enforcement databases reveals no information that would disqualify him from beneficial interest in the restaurant.

I have sent both, Mr. Restrepo and Mr. Gallego the Town's Sales of Alcoholic Beverages Regulations, and the highlights of those regulations. I will meet with them at a later date to review the regulations and what is expected during an administrative inspection. This in-person meeting has been delayed due to the COVID-19 crises. All three owners submitted letters of recommendation.

Accompanying the ABCC Application forms were the Corporate Vote, Executed Assignment & Pledge of Collateral in the amount of \$30,000.00 for SLH Restaurants, LLC d/b/a The Brothers Restaurant to The Brothers Restaurant Corp. The property located at 404 Harvard St., Brookline, MA 02445 is leased for ten years from Wernick Trust, 580 Washington St., Suite B, Newton, MA 02458.

SLH Restaurants, LLC d/b/a The Brothers Restaurant has also requested Common Victualler License. The hours of operation for the seventy-four (74) indoor seat restaurant will be Monday to Thursday 11:00 am – 10:00 pm, Friday 11:00 am – 11:00 pm, Saturday 7 and Sunday 7:00 am – 11:00 pm. The proposed Alcoholic beverage services are Monday to Saturday 10:00 am to 12:00 am and Sunday 12:00 pm – 12:00 am. There are no issues with the request at this time.

SLH Restaurants, LLC d/b/a The Brothers Restaurant has also requested an Entertainment License consisting of radio, taped music, and television broadcasts. Hours requested are Monday to Thursday 11:00 am 10:00 pm, Friday 11:00 am 11:00 pm, Saturday 7:00 am 11:00 pm, and Sunday 7:00 am 11:00 pm. The proposed hours for live guitar with vocals are Friday and Saturday 7:00 pm 12:00 am. At this time, there are no issues with the request.

SLH Restaurants, LLC d/b/a The Brothers Restaurant has also requested Outdoor Seating for 8 seats. There are no issues with the request so long as other required Town Departments approve the request.

Mr. Gallego will need to obtain certification for the safe service of alcohol prior to opening. If a separate bar area is constructed, Crowd Manager Certification will also be required.

Provided the above requirements are met, I see no reason to deny this application.

Respectfully submitted,
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: December 29, 2020

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: 404 Harvard Street - Application from SLH Restaurants LLC, d/b/a Brothers Restaurant, Simon Restrepo, Manager, for a License to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages as a Seven Day Common Victualler and Entertainment (Radio & TV) License, with seating capacity of 74 seats inside and 8 outside (your email dated December 14, 2020).

The subject premises is located in an L-1.0 Local Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The Premises conforms to the pertinent provisions of the State Building code for use as a restaurant with seating for not more than sixty six, (66) persons and *not the seventy four (74) requested* and provides the necessary space and separation from the public for a maximum of 8 outdoor seats. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the Application from SLH Restaurants LLC, d/b/a Brothers Restaurant, Simon Restrepo, Manager, for a License to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages as a Seven Day Common Victualler and Entertainment (Radio & TV) License, with seating capacity of 66 seats inside and *not the requested 74 seats inside* and 8 outside.

Certificate of Completion

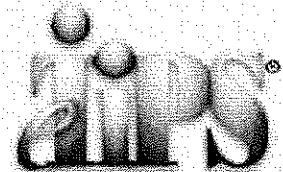
This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on February 23, 2020
provided by Health Communications, Inc.
is hereby granted to:

Michael Gallego

Certification to be sent to:

**Toscano's
47 Charles St
Boston MA, 02114-4605 USA**


HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Checklist for Transfer Alcohol License



- ☒ Cover Letter for Application with list of enclosed documents with page numbers
- ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
- ☒ Monetary Transmittal Form
- ☐ Check for \$10.50 Legal Ads (**Newspaper Notice Must Be Made Within 10 Days** of Hearing)
- ☒ Transfer Application
- ☒ Manager Application
- ☒ Vote of Corporate Board
- ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
- ☒ Proof of Citizenship for proposed manager of record
- ☒ **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- ☒ **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- ☒ Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If Partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- ☒ Supporting Financial Records
- ☒ Floor Plans
- ☒ Legal Right to Occupy, a lease or deed
- ☒ Purchase and Sales Agreement
- ☒ Common Victualler Application
- ☒ Outdoor Seating Application (if applicable)
- ☒ Entertainment Application (if applicable)
- ☒ Alternate Manager Application (if applicable)

-
- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
 - ☐ TMM notification
 - ☐ Copy of Legal Ad
 - ☐ Report from Police
 - ☐ Report from Building
 - ☐ Report from Fire
 - ☐ Report from Health

Frank T. Ravinal
 Partner
 direct: 781 418-5114
 email: fravinal@ksrlawfirm.com



ATTORNEYS AT LAW

160 Gould Street
 Needham, MA 02494
 t 781 418-5100
 f 781 444-1066
 www.ksrlawfirm.com

November 20, 2020

VIA E-MAIL ONLY

Tiffany Souza
 Administrative Assistant-Licensing
 Town of Brookline-Select Board's Office
 333 Washington Street, 6th floor
 Brookline, MA 02445

Re: SLH Restaurant LLC d/b/a Brothers Restaurant

Dear Ms. Souza:

Enclosed please find the following:

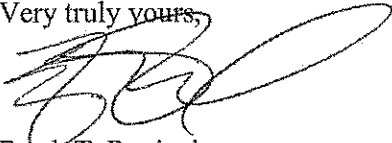
1. Application for Transfer of License
2. CORI Request Forms (3)
3. Copies of Driver's Licenses
4. Certificate of Naturalization for Simon Restrepo
5. Birth Certificate for Michal A. Gallego
6. Assignment, Assumption and Amendment of Lease
7. Alternative Manager's Application
8. License Interview Form
9. Vote of Corporation
10. CORI Acknowledgment Form
11. ServSafe Alcohol Certificate for Simon Restrepo
12. Certificate of Good Standing and/or Tax Compliance for Brothers Restaurant Corp.
13. DUA Certificate for Brothers Restaurant Corp.
14. Certificate of Organization for SLH Restaurant LLC
15. Asset Purchase Agreement
16. Draft of Pledge Agreement
17. Application for Common Victualler License
18. Vote of Corporation
19. License Interview Form
20. Letters of Recommendation (three for each owner)
21. Menu
22. List of Simon Restrepo Restaurant Experience

Page 2 of 2
November 20, 2020

23. Entertainment Application

Please advise if any additional information is required in connection with the enclosed applications. Thank you for your assistance and attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'FTR', written over a horizontal line.

Frank T. Ravinal

FTR/ft
Enclosures

12/4/2020

Print Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

**Transaction Processed Successfully.****INVOICE #: 4ef88c2f-0e6c-4ee8-8c02-ac77436b58c3**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	01177-RS-0148	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 12/4/2020 12:05:27 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
01177-RS-0148**Fee Type:**
FILING FEES-RETAIL

Billing Information

First Name:
Frank**Last Name:**
Ravinal**Address:**
83 Hammond Street**City:**
Waltham**State:**
MA**Zip Code:**
02451**Email Address:**
fravinal@ksrlawfirm.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
 LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
 PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

01177-RS-0148

ENTITY/ LICENSEE NAME SLH Restaurant LLC

ADDRESS 404 Harvard Street

CITY/TOWN Brookline

STATE MA

ZIP CODE 02446

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
 TRANSMITTAL FORM ALONG WITH
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transfer of a Section 12 Restaurant All Alcoholic Beverages License from The Brothers Restaurant Corp. to SLH Restaurant LLC for the business known as Brothers Restaurant located at 404 Harvard Street, Brookline, MA 02446. The applicant, SLH Restaurant LLC is comprised of three members, Simon Restrepo, Michael A. Gallego and Luis F. Lopez. Simon Restrepo is the proposed Manager of the License. There are no proposed alterations to the hours or to the physical location itself. The applicant also wishes to pledge the license to The Brothers Restaurant Corp.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The licensed premise consists of one floor with five rooms. There is one main dining room, two entrances and exits in front, and a rear emergency exit. The occupancy number and seating capacity is 74, with 8 available seats on the patio outside. The licensed premise is 2,266 total square feet.

Total Sq. Footage	<input type="text" value="2266"/>	Seating Capacity	<input type="text" value="74"/>	Occupancy Number	<input type="text" value="74"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="2"/>

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?

☐ Yes ☒ No**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Michael A. Gallego	Sec. 12 Restaurant	Marango, LLC	Boston

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

10/28/2020

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

☐ Yes☒ No**8. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Wernick Trust

Landlord Phone

(617) 630-0077

Landlord Email

howardbwernick@aol.com

Landlord Address

580 Washington Street, Suite B, Newton, MA 02458

Lease Beginning Date

Upon transfer approval

Rent per Month

TBD

Lease Ending Date

TBD

Rent per Year

TBD

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes☒ No**9. APPLICATION CONTACT**

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Frank T. Ravinal

Phone:

(781) 418-5114

Title:

Attorney

Email:

fravinal@ksrlawfirm.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	-
B. Purchase Price for Business Assets	\$30,000
C. Other* (Please specify)	-
D. Total Cost	\$30,000

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Simon Restrepo	\$10,000
Michael A. Gallego	\$10,000
Luis F. Lopez	\$10,000
Total	\$30,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The purchase price of the business is \$30,000, and the cost will be split equally between the three members, Simon Restrepo, Michael A. Gallego and Luis F. Lopez

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☒ Yes ☐ No

Please indicate what you are seeking to pledge (check all that apply) ☒ License ☐ Stock ☐ Inventory

To whom is the pledge being made? The Brothers Restaurant Corp.

12. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1989	2002	Dishwasher/Sous Chef	Biba, Boston	
2003	2004	Sous Chef	Excelsior Boston	
2004	2008	Sous Chef	Sibling Rivalry, Boston	
2008	Present	Executive Sous Chef	Scampo, Boston	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>		
Name of Principal	Residential Address	SSN	DOB	
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**LICENSE**

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Simon Restrepo the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
 Authorized Signatory

of SLH Restaurant LLC
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Simon Restrepo

Date: 11/18/20

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

SLH Restaurant LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Simon Restrepo

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Simon Restrepo

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

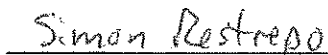
For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature



(Print Name)

(Print Name)

ADDENDUM A**6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

 Percentage of Ownership in Entity being Licensed
 (Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No
CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: SLH Restaurant LLC	CITY/TOWN: Brookline
---------------------------------------	-----------------------------------	----------------------

APPLICANT INFORMATION

LAST NAME: Lopez	FIRST NAME: Luis	MIDDLE NAME: F
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Colombia	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Gallego	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 8"	WEIGHT: 180
EYE COLOR: Brown		
CURRENT ADDRESS: [REDACTED]		
CITY/TOWN:	STATE: MA	ZIP: 02151
FORMER ADDRESS: [REDACTED]		
CITY/TOWN:	STATE: MA	ZIP: 02151

PRINT AND SIGN

PRINTED NAME: Luis F. Lopez	APPLICANT/EMPLOYEE SIGNATURE: Luis F Lopez
-----------------------------	--

NOTARY INFORMATION

On this November 18, 2020	before me, the undersigned notary public, personally appeared Luis F. Lopez
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 FRANK T. RAVINAL Notary Public, Commonwealth of Massachusetts My Commission Expires November 13, 2026	 NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF COM AUTHORIZED EMPLOYEE
The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4634.	



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: SLH Restaurant LLC	CITY/TOWN: Brookline
---------------------------------------	-----------------------------------	----------------------

APPLICANT INFORMATION

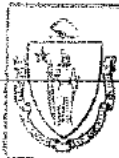
LAST NAME: Gallego	FIRST NAME: Michael	MIDDLE NAME: Alexander
MAIDEN NAME OR ALIAS (IF APPLICABLE): Arango	PLACE OF BIRTH: Boston, MA	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Gallego	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 9"	WEIGHT: 155
	EYE COLOR: Brown	
CURRENT ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: MA	ZIP: 02151
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Michael A. Gallego	APPLICANT/EMPLOYEE SIGNATURE: <i>Michael Gallego</i>
----------------------------------	--

NOTARY INFORMATION

On this November 18, 2020 before me, the undersigned notary public, personally appeared Michael A. Gallego
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



FRANK T. RAVINAL
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 13, 2026

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CONTACT/NOTARIZED EMPLOYEE
---------------	---

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via email or by fax to (617) 600-4514.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: SLH Restaurant LLC	CITY/TOWN: Brookline
--	-----------------------------------	----------------------


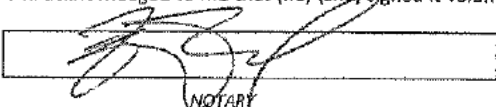
APPLICANT INFORMATION

LAST NAME: Restrepo	FIRST NAME: Simon	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Boston, MA	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Medina	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 5"	WEIGHT: 205
	EYE COLOR: Grey	
CURRENT ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02151
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Simon Restrepo	APPLICANT/EMPLOYEE SIGNATURE: Simon Restrepo
------------------------------	--

NOTARY INFORMATION

On this November 18, 2020	before me, the undersigned notary public, personally appeared Simon Restrepo
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 <p>FRANK T. RAVINAL Notary Public, Commonwealth of Massachusetts My Commission Expires November 13, 2026</p>	 <p>NOTARY</p>

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

MASSACHUSETTS DRIVER'S LICENSE
NOT FOR FEDERAL ID

07/13/2020
12/22/2021
CLASS D REST B NONE

GALLEGO
MICHAEL A

SEX M HT 5'-09"
DOB 07/15/2020 Rev 02/22/2016

MASSACHUSETTS DRIVER'S LICENSE
LIMITED TERM

02/21/2020
10/22/2021
CLASS D REST NONE NONE

LOPEZ
LUIS F

SEX M HT 5'-11"
DOB 02/24/2020 Rev 02/22/2016

MASSACHUSETTS DRIVER'S LICENSE

12/05/2017
12/11/2022
CLASS D REST NONE NONE

RESTREPO
SIMON

SEX M HT 5'-09"
DOB 12/08/2017 Rev 02/22/2016

[illegible]



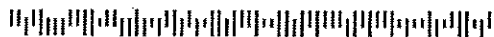
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0676736576
Notice Date: October 19, 2020
Case ID: 0-000-443-738



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BROTHERS RESTAURANT CORP
404 HARVARD ST
BROOKLINE MA 02446-2902

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BROTHERS RESTAURANT CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



275537187

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

BROTHERS' RESTAURANT CORP.
404 HARVARD STREET
BROOKLINE, MA 02446

EAN: 22031071
October 19, 2020

Certificate Id:41966

The Department of Unemployment Assistance certifies that as of 10/19/2020 ,BROTHERS RESTAURANT CORP. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter 156C)

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: SLH RESTAURANT LLC

2a. Location of its principal office:

No. and Street:

City or Town:

[REDACTED] REET

State: MA

Zip: 02151

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:

City or Town:

[REDACTED] TREET

State: MA

Zip: 02151

Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RESTAURANT WITH DINE-IN AND TAKE-OUT SERVICE, SERVICE OF ALCOHOLIC BEVERAGE S, AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENT AL THERETO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:

SIMON RESTREPO

No. and Street:

City or Town:

[REDACTED] MA

Zip: 02151

Country: USA

I, SIMON RESTREPO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SIMON RESTREPO	111 ELIOT ROAD REVERE, MA 02151 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
-------	--	---

SOC SIGNATORY	MICHAEL A. GALLEGO	34 GOLDIE STREET REVERE, MA 02151 USA
---------------	--------------------	--

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL A. GALLEGO	34 GOLDIE STREET REVERE, MA 02151 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of October, 2020,
SIMON RESTREPO
(The certificate must be signed by the person forming the LLC.)

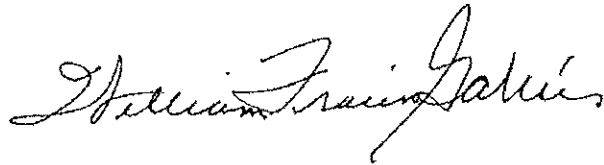
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MA SOC Filing Number: 202010896770 Date: 10/28/2020 3:28:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

October 28, 2020 03:28 PM

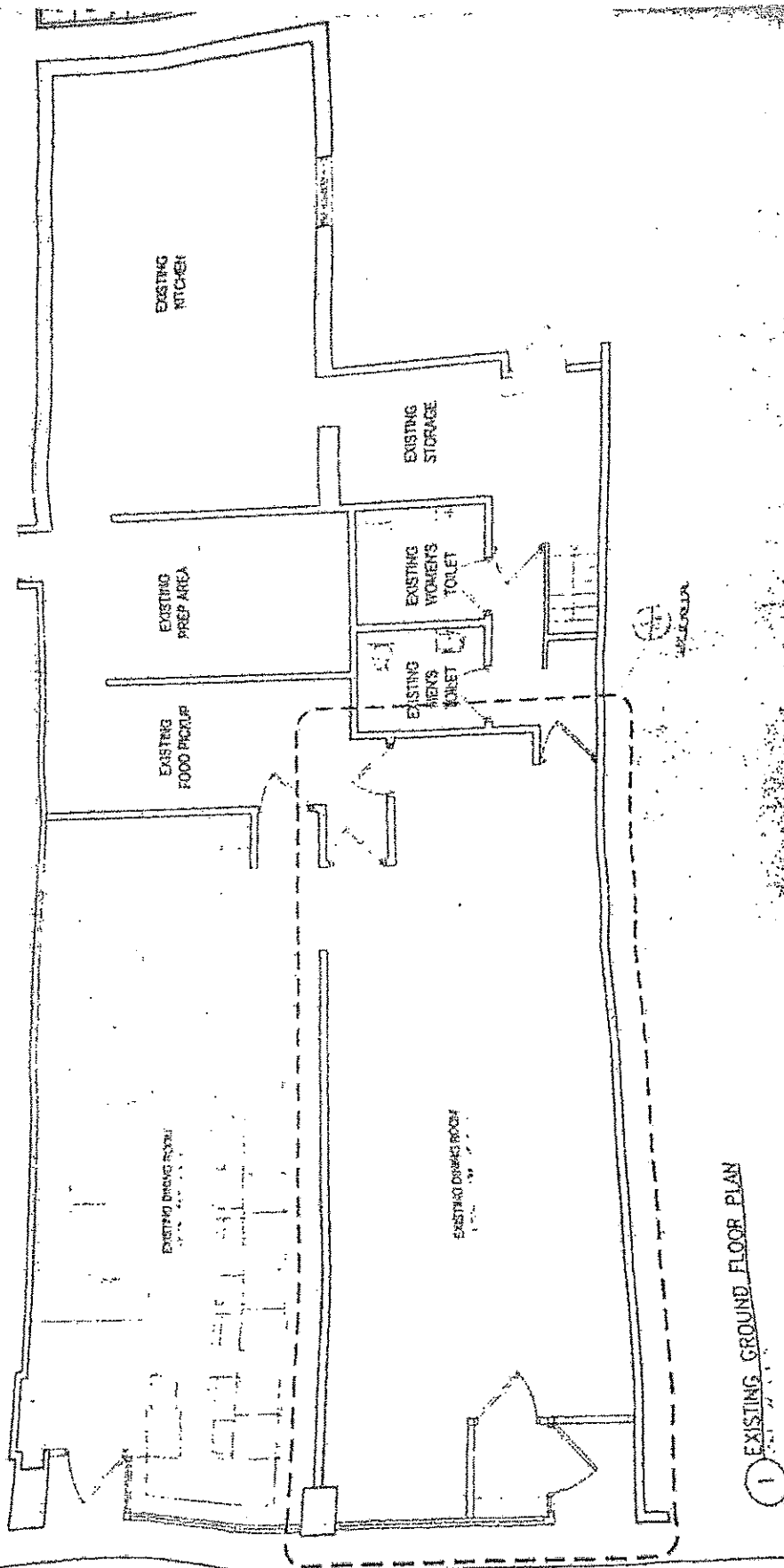
A handwritten signature in black ink, reading "William Francis Galvin". The signature is fluid and cursive, with the first name "William" and last name "Galvin" clearly legible.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

11/12/2020

IMG_2743.jpg



ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") made as of this 28th day of October, 2020 by and among The Brother Restaurant Corp, a Massachusetts corporation (the "Seller"), and SLH Restaurant LLC, a Massachusetts limited liability company (the "Buyer"), or Nominee.

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to buy from Seller, certain assets of Seller used in connection with Seller's restaurant and bar business (the "Business") located at 404 Harvard St, Brookline, 02446 (the "Premises") known as "Brothers Restaurant"; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

ARTICLE I - PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller on the Closing Date (as hereinafter defined), the following assets of Seller (hereinafter all of such assets and properties may sometimes collectively be referred to herein as the "Assets"):

- (a) All equipment, tools, supplies, inventory, furniture, fixtures, and all other personal property of Seller (other than the excluded items set forth below) used or useful in connection with the Business and now located at the Premises, in as As-Is condition (collectively, the "Equipment"); and
- (b) All of the business records (whether in hard copy or electronic form) of Seller used or useful in connection with the continuing operation of the Business (the "Records"), including, without limiting the generality of the foregoing, all customer lists and prospect lists, and all customer records, provided that the Seller may retain copies of such records; and
- (c) All of the goodwill of, and associated with, the Business, including the name "Brothers Restaurant", all phone numbers, websites, email addresses, and tangible assets manifesting or incorporating goodwill (collectively the "Goodwill"); and
- (d) The Seller's Annual Retail Alcoholic Beverage License - Restaurant issued by the City of Brookline/Commonwealth of Massachusetts (the "License").
- (e) All URLs, domain names, websites, web content, and web traffic, social media sites and accounts associated with the Business and all related login information including all usernames and passwords
- (f) The telephone numbers and fax numbers for the Business if transferrable.

Excluded from the Assets being sold and transferred are all cash on hand and on deposit with banking institutions; all accounts receivable and notes receivable, trade and non-trade and other amounts payable to Seller; all prepaid expenses; all contracts of insurance; and all claims and claim rights thereunder, and all pension plans of the Seller; and all vehicles.

1.2 Instruments of Conveyance and Transfer. On the Closing Date, Seller shall execute and deliver to Buyer the following instruments of conveyance:

(a) A Warranty Bill of Sale and Assignment.

(b) All other instruments or documents necessary or appropriate to convey the Assets to Buyer, as reasonably required by Buyer's counsel, in order to vest in Buyer good, clear and marketable title to all the Assets, free and clear of all liens, claims, restrictions and encumbrances of every kind and nature.

1.3 Closing Date. The sale and transfer of the Assets and all related transactions pursuant to this Agreement (the "Closing") shall take place at 10:00 A.M. on that date which is five (5) business days from the date of the Approval Notice (as defined below), or the next business day should such date fall on a non-business day (the "Closing Date"), but no later than January 4, 2021.

ARTICLE II - CONSIDERATION; COVENANTS

2.1 Purchase Price. The total purchase price to be paid by Buyer to Seller for the Assets shall be Thirty Thousand (\$30,000.00) Dollars (the "Purchase Price"), which Purchase Price shall be paid as follows: Five Hundred (\$500.00) Dollars shall be paid as a Deposit upon execution of this Agreement. Twenty Nine Thousand Five Hundred (\$29,500.00) Dollars shall be financed by Seller to Buyer at Closing at Zero (0%) interest payable in full within six (6) months after the Closing Date. The Promissory Note shall be secured by all assets of the business and a pledge of the License.

2.2 Allocation of Purchase Price. The Purchase Price shall be allocated as determined by mutual agreement of the Buyer and Seller on or prior to the Closing Date after consultation with their respective tax advisors. The Buyer and Seller each hereto agree to execute and file a Form 8594, or such IRS form as replaces Form 8594, with their respective tax returns to evidence the aforesaid agreed-upon allocation.

2.3 Assumption of Liabilities. At the Closing, Buyer shall not assume any debts, liabilities and obligations of Seller of any kind or nature whatsoever (whether fixed or contingent, direct or indirect), rather the Seller remain responsible for any and all debts, liabilities and obligations of the Seller arising from, and/or related to the Business through the Closing Date, and Seller shall pay, or cause to be paid, all such debts, liabilities and obligations, that may impact the Buyer's ability to operate the Business after the Closing Date.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller hereby represents and warrants that as of the date hereof, which representations and warranties shall be deemed renewed as of the Closing Date:

(a) Binding Nature and Effect of Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action and this Agreement and the documents and instruments referred to herein constitute the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms and do not violate, with or without the giving of notice or the passage of time, any

provision of law applicable to Seller, do not conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge, encumbrance upon any of the properties or assets of Seller, pursuant to any other agreement or instrument, or any order, judgment, decree, statute, regulation or any other restriction of any kind, to which Seller is or was a party or by which Seller, any of its assets and properties was or may be bound.

(b) No Litigation. There is presently no pending or threatened litigation, arbitration, administrative or governmental proceeding against Seller or its employees which would in any way adversely affect Seller or the Business or would prohibit or impede the adoption, execution or consummation of this Agreement or any of the undertakings herein. There is no outstanding order, writ, injunction or decree of any court, governmental agency or arbitration tribunal pertaining to and materially and adversely affecting Seller or its assets or business.

(c) Title to Assets. Seller has good and marketable title to, and the power to sell, the Assets, free and clear of any liens, taxes, claims, encumbrances and security interests. No unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any of the Assets has been recorded, filed, executed or delivered other than those that shall be paid by Seller using sale proceeds and discharged or released simultaneously with the Closing.

(d) Tax Returns and Payments. All of the tax returns and reports of Seller or respecting the operation of the Business required by law to be filed on or before the date hereof have been duly and timely filed and all taxes shown as due thereon have been paid. There are in effect no waivers of any applicable statute of limitations related to such returns.

It shall be a condition of Buyer's obligation to close under this Agreement that all warranties and representations made by Seller hereunder shall be true (subject to exceptions thereto approved by Buyer in writing, such approval to be in Buyer's sole discretion) as of the time of closing, which representations and warranties shall survive closing. At closing, the Seller shall furnish the Buyer with a bring down certificate certifying that all such representations and warranties remain true, accurate and complete in all material respects.

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Binding Nature and Effect of Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby constitute the legal, valid and binding obligations of Buyer enforceable in accordance with their respective terms and do not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Buyer and does not conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of Buyer pursuant to any mortgage, deed of trust, indenture or other agreement or instrument, or any order, judgment, decree, statute, regulation or any other restriction of any kind, to which Buyer is or was a party or by which Buyer or any of its assets and properties was or may be bound.

(b) No Litigation. There is presently no pending or threatened litigation, arbitration, administrative or governmental proceeding against Buyer which would in any way adversely affect Buyer or the Buyer's business or would prohibit or impede the adoption, execution or consummation of this Agreement or any of the undertakings herein.

3.3 No Brokers. Seller and Buyer warrant and represent that they have not dealt with any broker or agent with respect to this transaction. The Seller and Buyer agree to indemnify and hold the other party harmless from all claims for brokerage or commissions on account of this transaction or the Assets by any person as a result of a breach of this representation.

ARTICLE IV - CONDITIONS PRECEDENT

4.1 Conditions Precedent to Obligations of Buyer. The obligations of Buyer under this Agreement are, at Buyer's option, contingent upon the satisfaction of each of the following conditions prior to or at the Closing:

(a) Performance. Seller shall have satisfied all of the conditions and performed and complied with all of the agreements, covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and shall not be in default under any of the provisions of this Agreement.

(b) Representations and Warranties. The representations and warranties made by Seller in this Agreement shall be true and correct on and as of the Closing Date in all material respects except as may be affected by transactions contemplated herein.

(c) Delivery of Documents. Seller shall have executed and delivered to Buyer the Warranty Bill of Sale and Assignment and other documents reasonably required by BUYER as more specifically provided in Section 5.5 of this Agreement.

(d) No Litigation. No litigation, proceeding, investigation, or inquiry shall be pending or threatened to set aside the authorization of this Agreement, or to enjoin or prevent the consummation of the transactions contemplated hereby or which might, in the good-faith determination of Buyer, adversely affect the Assets, or the Business.

(e) Licenses. Buyer obtaining all licenses and permits necessary to operate the Business including, but not limited to, the License, a common victualler's license, and permit to operate a food establishment, a successful transfer of the Annual Retail Alcoholic Beverage License - Restaurant.

(f) Lease. Buyer negotiating and executing a new lease for the Premises in which the Business is located upon such terms deemed acceptable to Buyer in Buyer's sole and absolute discretion (the "Lease"). Simultaneously with the execution of the Lease, Seller and the Landlord of the Premises shall execute a termination of the existing lease between Seller and Landlord.

4.2 Conditions Precedent to Obligations of Seller. The obligations of Seller under this Agreement are, at its option, contingent upon the satisfaction of each of the following conditions prior to or at the Closing:

(a) Performance. Buyer shall have satisfied all of the conditions and performed and complied with all of the agreements, covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and shall not be in default under any of the provisions of this Agreement.

(b) Representations and Warranties. The representations and warranties made by Buyer in this Agreement shall be true and correct on and as of the Closing Date in all material respects except as may be affected by transactions contemplated herein.

(c) No Litigation. No litigation, proceeding, investigation, or inquiry shall be pending or threatened to set aside the authorization of this Agreement, or to enjoin or prevent the consummation of the transactions contemplated hereby or which might, in the good-faith determination of Seller, adversely affect the Assets or the Business.

4.3 Additional Covenants.

(a) Pending the Closing Date, the Seller shall operate and maintain the Business in a manner substantially similar to its manner of operation prior hereto, unless otherwise agreed to by the Buyer, and shall maintain its present insurance over the Premises and Assets.

(b) Upon execution of this Agreement, Buyer shall promptly and diligently apply for the transfer of the License, and approval of the Pledge. Buyer shall be responsible for all fees, costs and expenses, including legal fees, incurred in connection with the transfer of the License. The Seller shall reasonably cooperate with the Buyer in connection with the transfer of the License, and provide such documentation, certificates, and other items as may be requested of the Seller. Buyer's obligations under this provision shall be to file the appropriate applications and documentation with the Town of Brookline and the Massachusetts Alcohol Beverage Control Commission, and to attend any hearings with respect to said transfer. Buyer may, but shall not be required to, appeal any adverse decisions of a licensing authority. The Buyer shall not be required to incur any expense to clear any liens on a license (whether tax or otherwise). If updates or improvements to the Premises or Equipment are required in connection with the licenses and/or permits identified in Section 4.1(f) of this Agreement to address issues identified by town departments including building, health, safety and fire departments, the Buyer shall be responsible for such updates or improvements.

Upon the approval of all License transfers by the Town of Brookline and the Commonwealth of Massachusetts, Buyer shall immediately provide written notice of same (the "Approval Notice") to the Seller.

ARTICLE V - OTHER AGREEMENTS

5.1 Compliance With Laws. The sale and purchase of the Assets shall be conducted according to and in full compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, applicable provisions of the Uniform Commercial Code.

5.2 Closing Documents.

At Closing, SELLER shall provide to the BUYER the following documents:

- (a) Warranty Bill of Sale;
- (b) Certificate of Good Standing issued by the Commonwealth of Massachusetts Secretary of State's Office.
- (c) Bill of Sale with appropriate warranties of title for all items described in Schedule A conveying good and marketable title.

- (d) A Clerk's Certificate confirming that Seller has taken all necessary corporate action to authorize the sale of the Subject Assets;
- (e) Releases of all security interests and UCC financing statements, if any, filed at any location against Seller with respect to the assets to be transferred at Closing;
- (f) Certificate of Good Tax Standing and Waiver of Corporate Tax Lien from the Massachusetts Department of Revenue;
- (g) A fully executed lease termination agreement between Seller and Landlord.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- 6.1 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by any party without the prior written consent of other parties to this Agreement.
- 6.2 Survival. The warranties and representations of Seller and Buyer and the obligations of Seller and Buyer shall, as applicable, in all respects survive the Closing and shall remain in full force and effect for one (1) year thereafter.
- 6.3 Complete Agreement, Changes/Waivers. This Agreement, and the attached schedules and exhibits, incorporate all of the agreements of the parties and fully and completely express their respective obligations. Neither this Agreement nor any provision hereof may be changed, waived, modified, discharged, amended or terminated orally but only by an instrument in writing of subsequent date hereto signed by the party against which such enforcement of the change, waiver, discharge, modification, amendment or termination is sought. No action taken by any party after the date hereof shall be deemed to constitute a waiver by the party taking such action. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The schedules and exhibits attached hereto are expressly incorporated herein by reference and made a part of this Agreement.
- 6.4 Governing Law. This Agreement is made under, and shall be governed, construed and interpreted by, and in accordance with the laws of The Commonwealth of Massachusetts.
- 6.5 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered or mailed by certified mail, postage prepaid, by a national overnight courier, or by email to the other party's attorney, in the case of notice to the Buyer, Frank T. Ravinal, Esq., KSR Law, 160 Gould Street, Suite 102, Needham, MA 02494, Email: fravinal@ksrlawfirm.com, and in the case of notice to the Seller, Matthew S. Porter, Esq., Viera & DiGianfilippo, 480 Turnpike Street, South Easton, MA 02375, Email: mportera@vierothers.com.
- 6.6 Authority. The provisions of this Agreement and the documents, instruments, agreements and transactions contemplated hereby have been approved and authorized by each party's officers, directors and affiliates, as required. The individuals signing this Agreement and the other documents, instruments, agreements and transactions contemplated hereby for each party have the authority to enter into and bind such party to the terms hereof.
- 6.7 Costs and Expenses. Each party shall bear their respective costs and expenses incurred in connection with the negotiation of this Agreement and the consummation of the transactions

contemplated hereby. In the event of a breach or default of the terms hereof, the party successful in enforcing the terms hereof shall be entitled to recover the costs and expenses incurred, including reasonable attorneys' fees.

6.8 Construction of Agreement. This instrument, which may be executed in multiple counterparts (all of which shall constitute one instrument), is to take effect as a sealed instrument, and shall be binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Facsimile or scanned signatures shall be deemed originals for all purposes.

6.9 Further Assurances. Seller from time to time after the Closing, at the request of Buyer, and without further consideration, shall execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably require to more effectively transfer and assign to, and vest in, Buyer each of the Assets. Nothing herein shall be deemed a waiver by Buyer of its right to receive at the Closing an effective sale, transfer and assignment of the Assets.

6.10 Lease This transaction is subject to the Buyer's negotiation and execution of a new lease with Landlord.

6.11 Indemnification by Seller. Seller shall indemnify and hold Buyer harmless of and from any and all claims and liabilities, and expenses including attorney's fees arising in connection with the conduct of the Business occurring prior to the Closing Date and in connection with the services rendered to customers occurring prior to the Closing Date.

6.12 Indemnification by Buyer. Buyer shall indemnify and hold Seller harmless of and from any and all claims and liabilities, and expenses including attorney's fees arising in connection with the conduct of the Business occurring subsequent to the Closing Date and in connection with the services rendered to customers occurring subsequent to the Closing Date.

[This Page Ends Here -- Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year
hereinbefore first written.

BUYER

SLH Restaurant LLC

By: Simon Restrepo
Manager

SELLER:

The Brothers Restaurant Corp

Albeiro Lopera
Albeiro Lopera, President

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the ____ day of _____ 2020 by SLH Restaurant LLC (hereinafter called "Pledgor") in favor of The Brothers Restaurant Corp (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's all alcoholic beverages liquor license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of a restaurant located in Brookline, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Brookline and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$29,500.00 with interest thereon, as provided in a promissory notes and line of credit dated of even date herewith issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.

Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this ____ day of _____, 2020.

WITNESS:

PLEDGOR:
SLH Restaurant LLC

By: _____
Simon Restrepo, Manager

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE (this "Assignment") is executed as of this 20th day of November, 2020, by and between The Brothers Restaurant Corp., a Massachusetts corporation, with an address of 404 Harvard Street, Brookline, Massachusetts ("Assignor"), SLH Restaurant LLC, a Massachusetts limited liability company, with a business address of 34 Goldie Street, Revere, Massachusetts ("Assignee") and Wernick Properties, LLC, a Massachusetts limited liability company, successor in interest to Wernick Trust, having an address of 580 Washington Street, Suite B, Newton, MA 02458 ("Landlord"). The Landlord, Assignor and Assignee shall be sometimes known herein as the "Parties."

WHEREAS, Assignor is Tenant under a Lease, attached hereto as Exhibit A, dated September 25, 2009, as amended by First Amendment of Lease dated December 10, 2014, and assigned to Assignor by Assignment of Leases and Rents dated December 10, 2014 (the "Lease") for an approximately 2,320 square foot portion of the property located at 404-404A Harvard Street, Brookline, Massachusetts (the "Space"), owned by the Landlord; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement whereby Assignor has agreed to sell, and Assignee has agreed to purchase, all the assets of Assignor used in connection with the business known as Brothers Restaurant located in the Space (the "Asset Purchase Agreement"); and

WHEREAS, Assignee's obligations under the Asset Purchase Agreement are contingent upon Assignee receiving all necessary permits and licenses from the Town of Brookline and Massachusetts Alcoholic Beverages Control Commission, which shall include but not be limited to Assignee's Application for Transfer of Assignor's 7-Day CV All Alcoholic Beverages License, without any additional conditions or limitations thereto (the "Licenses"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Closing on the purchase of Assignor's assets is to occur within five (5) days after Assignee's written notice to Assignor of approval of the transfer of the Licenses, which notice shall be given within two (2) days after License approval, and which shall be the effective date of this Assignment (the "Effective Date"); and

WHEREAS, the Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as provided herein, all of Assignor's right, title, and interest in and to the Lease, as of the Effective Date; and

WHEREAS, the parties wish to amend certain terms and provisions of the Lease as a condition of such assignment.

WHEREAS, the Landlord, in accordance with the terms and conditions of the Assignment retains and reaffirms the lease in full force and effect hereby consents to such an Assignment.

NOW THEREFORE, in consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

12.A.

1. Assignor hereby assigns and transfers to Assignee, as of the Effective Date, all of Assignor's right, title and interest in and to the Lease and in and to the Security Deposit held by Landlord in the amount of \$10,000.00 and any prepaid rent made by Assignor under the Lease.

2. Assignee assumes the performance of, and agrees to be bound by, all the obligations of Assignor as tenant under the Lease arising on and after the Effective Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for in the Lease.

3. The Lease is amended by deleting Section 3(A) of the Lease under the section entitled "Term" in its entirety and substituting therefore the following:

(A) The term of this lease shall be for a period of five (5) years commencing on the Effective Date (hereinafter referred to as the "Commencement Date"), and ending at midnight on the last day of the sixtieth (60th) complete month of the rental term (hereinafter referred to as the "Termination Date"). Provided the Tenant is not in default of the terms and covenants of this Lease beyond the applicable notice and cure periods, Tenant shall have three (3) Five year options to extend the term of this Lease, exercisable by written notice to Landlord no later than 6 months before the expiration of the original five year term or option term as the case may be. Rent for any Option shall be as indicated on the Option Rent Schedule, attached hereto and incorporated herein.

4. The Lease is amended by deleting Section 4(A) of the Lease under the section entitled "Rent" in its entirety and substituting therefore the following:

(A) Tenant agrees to pay Landlord minimum rent as follows:

- (1) For the first year of the term starting on the commencement date, Seventy Four Thousand One Hundred Seventy Eight Dollars (\$74,178.00), payable by six (6) equal monthly installments due on the first day of each month in the amount of Five Thousand Five Hundred Dollars (\$5,500.00), followed by six (6) equal monthly installments due on the first day of each month in the amount of Six Thousand Six Hundred Eighty Three Dollars (\$6,863.00);
- (2) For the second year of the term, Eighty Four Thousand Eight Hundred Sixteen Dollars (\$84,816.00), payable by equal monthly installments due on the first day of each month in the amount of Seven Thousand Sixty Eighty Dollars (\$7,068.00);
- (3) For the third year of the term, Eighty Seven Thousand Three Hundred Sixty Dollars (\$87,360.00), payable by equal monthly installments due on the first day of each month in the amount of Seven Thousand Two Hundred Eighty Dollars (\$7,280.00);
- (4) For the fourth year of the term, Eighty Nine Thousand Nine Hundred Seventy Six Dollars (\$89,976.00), payable by equal monthly installments due on the first day of each month in the amount of Seven Thousand Four Hundred Ninety Eight Dollars (\$7,498.00);

- (5) For the fifth year of the term, Ninety Two Thousand Six Hundred Sixty Four Dollars (\$92,664.00), payable by equal monthly installments due on the first day of each month in the amount of Seven Thousand Seven Hundred Twenty Dollars (\$7,720.00);

Note: In each case prorated monthly installments shall be paid monthly in advance on the first (1st) day of each and every calendar month during the term hereof. Rent for any fraction of a month at the commencement or expiration of the term of this lease shall be prorated. All payments of rent shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent or such other person or address as Landlord shall from time to time designate by notice to Tenant.

5. The Lease is further amended by adding the following to Section 6(A) entitled "Real Estate Taxes":

Notwithstanding anything herein to the contrary, Tenant shall have no obligation to pay Landlord for its percentage share of real estate taxes for the demised premises for the first three (3) full months after the Commencement Date. During the fourth through sixth months after the Commencement Date, Tenant shall pay Landlord one-half of its percentage share of real estate taxes (which, for the avoidance of doubt, shall be one-twelfth of 31% of the total real estate taxes for the land and buildings of which the premises are a part). Thereafter, Tenant shall resume paying its one hundred percent of its percentage share of the real estate taxes as set forth in this section.

6. Notwithstanding anything in the Lease to the contrary, Landlord agrees to reimburse Tenant for the cost of inspection and repair of the HVAC system for the Space such that the heating and cooling to the Space shall be functioning properly prior to the Commencement Date.

7. Landlord agrees to reimburse Tenant for the cost of first floor repairs in the Space.

8. Other than as set forth in paragraphs 3, 4 or 5 of this Assignment, the Lease has not been amended or modified, changed, altered, or supplemented. The Lease, including all exhibits thereto, is the only agreement between Assignor and Landlord affecting or relating to the Space. The Lease is in full force and effect, and all rent and any other amounts required to be paid by Assignor under the Lease are current and have been paid in full through the Effective Date.

9. It is expressly agreed that Assignee's obligations under this Assignment are contingent upon Assignee's receipt of the Licenses and closing on the asset purchase on the Effective Date.

10. On the Effective Date, Assignee shall deliver to Landlord all executed personal guaranties of the Lease as required by Landlord, which shall be a condition to Landlord's consent to this Assignment.

11. As of the Effective Date, Assignor has not assigned or encumbered its interest in the Lease or sublet all or any portion of the Space, nor are there any outstanding unpaid liens or

security interests in any Assignor personal property, fixtures or equipment located in the Premises.

12. No claim against Landlord or Assignor or dispute between Assignor and Landlord exists under the Lease.

13. Assignor shall be released from all obligations under the Lease after the Effective Date.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns. This Agreement may not be modified, discharged, terminated, or assigned orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns. Assignor acknowledges that Assignee is relying upon Assignor's representations and warranties hereunder in agreeing to take the assignment of the Lease from Assignor.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in counterparts, and taken together such counterparts shall constitute one and the same Agreement, valid and binding on the parties. Signature via facsimile or similar electronic reproduction shall be deemed and original for the purposes of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

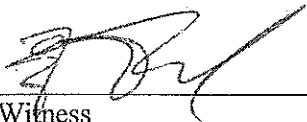
The Brothers Restaurant Corp.

Witness

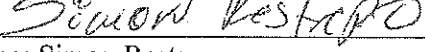
By: _____
Name: Albeiro Lopera
Title: President and Treasurer

ASSIGNEE:

SLH Restaurant LLC



Witness

By: 
Name: Simon Restrepo
Title: Manager

LANDLORD:

Wernick Properties, LLC


Witness

By: _____
Name: Howard B Wernick
Title: Manager

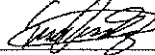
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

The Brothers Restaurant Corp.



Witness

By: 

Name:
Title:

ASSIGNEE:

SLH Restaurant LLC

Witness

By: _____
Name:
Title:

LANDLORD:

Wernick Properties, LLC

Witness

By: _____
Name: Howard B Wernick
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

The Brothers Restaurant Corp.

Witness

By: _____
Name: _____
Title: _____

ASSIGNEE:

SLH Restaurant LLC

Witness

By: _____
Name: _____
Title: _____

LANDLORD:

Wernick Properties, LLC

Witness

By: Howard B. Wernick 11/20/20
Name: Howard B Wernick
Title: Manager

OPTION RENT SCHEDULE

Option Year	Monthly Rent	Annual Rent
Year 1	\$7,953.00	\$ 95,436.00
Year 2	\$8,191.00	\$ 98,292.00
Year 3	\$8,436.00	\$101,232.00
Year 4	\$8,689.00	\$104,268.00
Year 5	\$8,949.00	\$107,396.00

- Rent payable for all subsequent option years shall reflect a 3% increase from the previous option year

Brother's Restaurant

Appetizers

Shrimp & Corn Chowder

served with smoky chipotle dipping
sauce

Thai Chicken Lettuce

Entrees

Hong Kong Noodles

GF = Gluten free option available. Please let your server know if you need that option.
Consumption of raw or undercooked meat, seafood, poultry, shellfish or eggs may cause food-borne illness.
Before placing your order, please inform your server if anyone in your party has a food allergy.

cup bowl

*Local Oysters

each dozen

served with cocktail sauce, lemon,
GF

Guacamole & Chips

house made guacamole, corn
tortilla chips, GF

Nachos Platter

jack cheese, black beans, scallions,
jalapenos, pico de gallo, sour
cream, guacamole, GF
add chicken or chili beef

Avocado & Black Bean

Quesadilla served with pico de
gallo, sour cream

Crispy Fish Tacos

Jalapeno slaw, pico de gallo, red
pepper aioli

Maine Crab Cake

served with cucumber-jicama slaw

Rhode Island-Style

Calamari

crispy calamari, spicy cherry
peppers, lemon-garlic aioli,
marinara sauce

Spicy Red Curry Mussels

In a red curry coconut broth

Tomato-Goat Cheese

Bruschetta grilled bread, fresh basil

Philly Cheese Steak

Spring Rolls

Wraps

napa peas, peanuts, sesame-
ginger vinaigrette, GF

Sriracha Chicken Bites

served with blue cheese dipping
sauce

Spicy Chipotle Honey Wings

served with blue cheese dipping
sauce

Salads

Steak & Spinach

shaved steak, grilled flatbread,
balsamic dressing, ranch drizzle,
feta, onions, tomatoes

Mixed Greens

cherry tomatoes, red onion, ricotta
salata, balsamic vinaigrette

Caesar

romaine, parmesan, garlic
croutons, Caesar dressing

Arugula & Beet

goat cheese, almonds, lemon
vinaigrette

Chopped Cobb

egg, avocado, tomatoes, chick
peas, bacon, green beans, blue
cheese dressing, GF

Add grilled chicken or shrimp add
*salmon or *steak tips

vegetable stir fry, general tsao's
sauce, peanuts
add shrimp or chicken or salmon

*Baked Salmon Filet

honey mustard-dill sauce,
watercress salad, whole grain wild
rice, GF

Mediterranean

Swordfish

red and yellow peppers, red onion,
capers, arugula, fennel, fingerling
potatoes, GF

Crispy Fish Taco Platter

Jalapeno slaw, pico de gallo, red
pepper, rice, beans

Fish & Chips

beer battered white fish, fries, cole
slaw, lemon-caper tartar sauce

Crispy Fried Chicken

mashed potatoes, seasonal
vegetables, brown demi-glaze

Pepper-Crusted Filet

Mignon

mashed potatoes, asparagus,
carrots, cognac cream sauce, GF

*Marinated Steak Tips

tomatoes, red onion, and blue
cheese salad, mashed potatoes,
GF

George's Meatloaf

mushroom demi-glaze, mashed
potatoes, seasonal vegetables

Pastas

Brother's Restaurant

Lobster Mac & Cheese
elbow pasta, in a rich four cheese sauce

Baked Rigatoni

Bolognese

ground pork, veal, and beef in a rich ragu, ricotta cheese, served with garlic bread

Cajun Tortellini

chicken, tomatoes, mushrooms, apragaus, alfredo sauce, cajun seasoning

Fusilli & Italian Sausage

garlic-white wine sauce, pork sausage, broccoli rabe

Shrimp Scampi

linguine shrimp, diced tomatoes, scallions, garlic-white wine sauce

Sides

Grilled asparagus, whole grain wild rice, sautéed green beans, seasonal vegetables, French-fries, sweet potato fries, onion rings, mashed potatoes

Pizzas

~~Traditional Margherita~~
tomatoes, fresh mozzarella cheese, basil

White Clam

white base, garlic, extra virgin olive oil, parmesan, parsley

Sweet Italian Sausage

tomato, mozzarella, onions, ricotta cheese

Prosciutto, Fig Jam, And Blue Cheese

caramelized onions, arugula

Buffalo Chicken

pieces of spicy buffalo chicken, mozzarella, blue cheese

Lobster

shallots, olive oil, sweet corn, arugula, ricotta salata

Burgers & Sandwiches

Turkey burgers can be substituted for beef burger.

***The Brother's Burger**

½ lb black angus ground sirloin, blue cheese, applewood, smoked bacon

***Southwest Burger**

½ lb black angus ground sirloin, onion rings, pepper jack, bbq sauce

***Hawaiian Burger**

½ lb black angus ground sirloin, grilled pineapple, grilled onion, house special sauce

***Classis Burger**

½ lb black angus ground sirloin, lettuce, tomato, onion

Baja Turkey Burger

housemade turkey burger, cheddar, baja aioli, guacamole

Three Grain Vegetable Burger

tomato, sliced red onion, housemade tzatziki sauce

Southern Fried Chicken Sandwich

jalapeno slaw, spicy mayo

Cubano

roasted pork, ham, grilled red onion, pickles, swiss, chipotle mayo, ciabatta bread

November 17, 2020




Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Letter of Recommendation for Luis F. Lopez

Dear Selectmen:

I would like to recommend Luis F. Lopez in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Luis has many years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,

Guillermo Boneyas
Name: 
Address:  Revere
Phone: 

November 17, 2020

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

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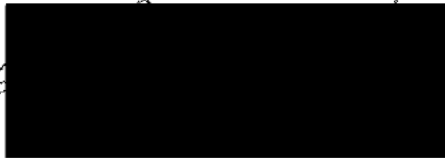
Very truly yours,

Alveiro Lopera

Name:

Address:

Phone:



apt 3 East Boston

November 17, 2020

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

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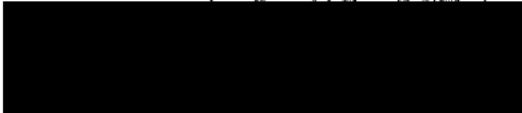
Very truly yours,

JOSE Guiler

Name:

Address:

Phone:



1000 East Boston

EXHIBIT A

LEASE

LEASE

LANDLORD: Wernick Trust

TENANT: Alireza Zarifiannazario

PREMISES: 404-404A Harvard Street
Brookline, Massachusetts

TABLE OF CONTENTS

ARTICLE	CAPTION	PAGE
1.	Parties	1
2.	Premises Lease	1
3.	Term	1
4.	Rent	1
5.	Security Deposit	3
6.	Real Estate Taxes	3
7.	Construction	4
8.	Use of Premises	4
9.	Utilities	6
10.	Maintenance/Repairs	7
11.	Alterations/Additions	8
12.	Indemnity and Insurance	9
13.	Access to Premises	10
14.	Fire and Other Casualty	11
15.	Eminent Domain	12
16.	Landlord's Lien/Security Interest	12
17.	Defaults	13
18.	Subordination to Mortgages	14
19.	Certificate	14
20.	Assignment	14
21.	Holding Over	15
22.	Waivers	15
23.	Compliance with Laws	16
24.	Quiet Enjoyment	16
25.	Failure of Performance:	17
26.	Definitions and Interpretations	17
27.	Delays	18
28.	Notices	19
29.	Captions	19
30.	Recording	19
31.	Waiver of Subrogation	19
32.	Modification	20
33.	Brokers	20
34.	Notice to Mortgagees	20
35.	Fire Preventive Devices	20

36.	Certain Transfers Deemed Assignments	20
37.	Interruption of Services	21
38.	Surrender	21
39.	Operation	21
40.	Guarantee	22
41.	Equipment Purchase	22
42.	Landlord's Grant of Free Rent.....	22

Exhibit A (Site Plan)
Exhibit A-1 (Legal Description)
Guarantee

AMERICAN INSTITUTIONAL LEASE

COMMERCIAL LEASE**1. Parties**

Lease dated 9-25-05 between the Wernick Trust, u/d/t dated October 8, 1970 recorded with Norfolk County Registry of Deeds in Book 4693, Page 303, with a principal office at 11 Beacon Street, Suite 1100, Boston, Massachusetts 02108, as landlord (hereinafter sometimes referred to as "Landlord"), which expression shall include its successors and assigns, where the context so admits, and Alireza Zarifiannazario, 64 Spring Street, #2, Watertown, Massachusetts 02472, as tenant (hereinafter sometimes referred to as "Tenant").

2. Premises Lease:

In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term herein set forth, the store premises and basement thereunder, together with any additions thereto made by Tenant, at 404-404A Harvard Street, Brookline, Massachusetts 02446, consisting of approximately 2,320 square feet and as shown on the schematic drawing annexed hereto, which shows the approximate location of the premises in the building of which they are a part (hereinafter sometimes referred to as the "Premises" or the "Demised Premises"). Such drawing is no more accurate than is necessary to indicate the approximate location of the division between the demised premises and other premises within said building.

3. Term:

(A) The term of this lease shall be for a period of ten (10) years, commencing two months from the date of execution of this Lease, *10/1 of each yr.* or on the fifteenth (15th) business day following notification of approval of the transfer of the common victualer's license at 404-404A Harvard Street, Brookline, Massachusetts by the Board of Selectmen of Brookline, Massachusetts, whichever occurs first, (hereinafter sometimes referred to as the "Commencement Date"), and ending at midnight on the last day of the one hundred twentieth (120th) complete month of the rental term (hereinafter sometimes referred to as the "Termination Date"). Upon such notification, Tenant will in turn notify Landlord of such notice of approval.

(B) In the event that the commencement date falls in the middle of a calendar month, then in that event, the rent for that month shall be prorated for the number of days remaining in said month, said prorated rent shall be paid in advance, and said prorated days shall be added to the term of the lease.

(C) When the Calendar Date of the Commencement Date is known, Landlord and Tenant agree to attach a Schedule of the rent per calendar year for the term of the Lease, to this Lease.

(D) Within a reasonable time after the commencement of the term of this lease Landlord and Tenant shall execute instruments recordable in form setting forth the term of this lease, the commencement and expiration dates and such other information as is necessary to constitute a short form recordable Notice of Lease.

4. Rent:

(A) Tenant agrees to pay Landlord minimum rent as follows:

any other documents

Page 4 of 4

(1) For the first year of the term starting on the commencement date, Sixty Thousand Dollars (\$60,000), payable by equal monthly installments due on the first day of each month for that month Five Thousand Dollars (\$5,000); 09-10

(2) For the second year of the term, Sixty-Two Thousand Four Hundred Dollars (\$62,400), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Two Hundred Dollars (\$5,200); 10-11

(3) For the third year of the term, Sixty-Three Thousand Six Hundred Fifty Dollars (\$63,650), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Three Hundred Five Dollars (\$5,305); 11-12

(4) For the fourth year of the term, Sixty-Six Thousand Two Hundred Forty Dollars (\$66,240), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Five Hundred Twenty Dollars (\$5,520); 12-13

10/13 to 10/14 → (5) For the fifth year of the term, Sixty-Seven Thousand Five Hundred Seventy-Two Dollars (\$67,572), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Six Hundred Thirty-One Dollars (\$5,631); 13-14

(6) For the sixth year of the term, Sixty-Nine Thousand Six Hundred Dollars (\$69,600), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Eight Hundred Dollars (\$5,800); 14-15

(7) For the seventh year of the term, Seventy-One Thousand Seven Hundred Dollars (\$71,700), payable by equal monthly installments due on the first day of each month for that month of Five Thousand Nine Hundred Seventy-Five Dollars (\$5,975); 15-16

(8) For the eighth year of the term, Seventy-Three Thousand Eight Hundred Sixty Dollars (\$73,860), payable by equal monthly installments due on the first day of each month for that month of Six Thousand One Hundred Fifty-Five Dollars (\$6,155);

(9) For the ninth year of the term, Seventy-Five Thousand Three Hundred Sixty Dollars (\$75,360), payable by equal monthly installments due on the first day of each month for that month of Six Thousand Two Hundred Eighty Dollars (\$6,280);

(10) For the tenth year of the term, Seventy-Seven Thousand Six Hundred Forty Dollars (\$77,640), payable by equal monthly installments due on the first day of each month for that month of Six Thousand Four Hundred Seventy Dollars (\$6,470);

Note: In each case prorated monthly installments shall be paid monthly in advance on the first (1st) day of each and every calendar month during the term thereof. Rent for any fraction of a month at the commencement or expiration of the term of this lease shall be prorated. All payments of rent shall be made payable to Wernick Trust and sent to Landlord at the place to which notices to Landlord are required to be sent or such other person or address as Landlord shall from time to time designate by notice to Tenant.

(B) If any payment of rent or any other payment payable hereunder by Tenant to Landlord shall not be paid within five (5) days of when due, the same shall bear interest from the date when the same

Khayyam Restaurant Lease

Page 3 of 25

was payable until the date paid at the lesser of (a) twelve percent (12%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. Such rate of interest is hereinafter called "the Lease Interest Rate".

5. Security Deposit:

Upon execution of the lease, the Tenant shall pay to the Landlord Ten Thousand Dollars (\$10,000) (two month's rent), which Landlord shall hold as a security deposit for the Tenant's performance as herein provided, and be refunded to the Tenant at the end of this Lease, subject to the Tenant's satisfactory compliance with the conditions hereof. Tenant shall pay to Landlord on or before the first (1st) day of the first (1st) month of each lease year of the term hereof the amount necessary to increase the security deposit to an amount equal to two (2) months rent at the rates beginning that next Lease Year. Failure to pay such amount shall be a default of the Lease, and, at Landlord's option, upon notice in writing given not less than ten (10) days prior to the effective date of such termination, shall be grounds to terminate the term of this Lease as of the last day of the first (1st) calendar month after such non-payment.

6. Real Estate Taxes:

(A) Tenant shall pay to Landlord, as additional rent, the real estate taxes upon the demised premises for each tax year during the term hereof. Real estate taxes upon the demised premises shall be an amount which shall be Sixty-Two Percent (62%) of the total real estate taxes on the land and buildings of which the premises are a part. For the tax years during which the term of this lease shall commence and terminate, Tenant shall pay a pro rata portion of the real estate taxes upon the demised premises. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for said period attributable to each taxing authority. Tenant shall pay to Landlord on the first (1st) day of every month in advance a sum equal to that reasonably estimated by Landlord for such purpose at or about the commencement of the term, such payments to represent payments on account of Tenant's obligations under this Section. After the first (1st) partial tax year of the term, said monthly payment shall be adjusted for each tax year so that it shall be equal to one-twelfth (1/12th) of the real estate taxes upon the demised premises for the prior tax year. Promptly after the end of each tax year, Landlord shall make a determination of the real estate taxes upon the demised premises, and if the aforesaid payments theretofore made for such tax year by Tenant exceed the real estate taxes upon the demised premises, such overpayment shall be credited against the payments thereafter to be made by Tenant pursuant to this Section (A); and if the real estate taxes upon the demised premises for such tax year are greater than such payments theretofore made on account for such tax year, Tenant shall make a suitable payment to Landlord, upon demand. Appropriate adjustments shall be made in said monthly payment if the real estate taxes upon the demised premises for the current tax year shall be known prior to the end of said tax year and/or if real estate taxes shall be payable to the taxing authority in installments, all to the end that as each payment of real estate taxes shall become payable Landlord shall have received from Tenant payments sufficient in amount to pay Tenant's share of the real estate tax payment then payable by Landlord.

(B) In the event of any abatements, refunds or rebates of the real estate taxes upon the Premises, an appropriate adjustment shall be made between Landlord and Tenant to take into account such abatements, refunds or rebates less all costs of securing the same. Furthermore, an equitable adjustment shall be made in the event of any change in the method or system of taxation from that which is now applicable, including, without limitation, any change in the dates and periods for which such taxes are levied.

Khayyam Restaurant Lease

(C) Tenant shall pay all taxes upon its signs, office fixtures and other property in or upon the demised premises. If any such taxes are levied against Landlord or the Premises, and if Landlord pays the same, or if the assessed value of the Premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord, as additional rent, the taxes so paid by Landlord or the portion of such taxes upon the Premises resulting from such increase in assessment, as the case may be. For the purpose of this Article, such taxes shall not be included within real estate taxes upon the Premises. The expression "real estate taxes" shall include betterment assessments, so-called rent taxes and other governmental charges which may be charged, assessed or imposed upon the land, buildings and/or other improvements within the Premises.

7. Construction:

(A) Tenant acknowledges that it has inspected the demised premises, and it is understood and agreed that Tenant accepts the demised premises in their existing ("as is") physical condition, and Landlord shall be under no obligation to make any repairs, alterations or improvements to the demised premises prior to or at the commencement of the term hereof or at any time thereafter.

(B) Prior to the commencement of the term of this lease, Tenant shall perform, at its sole risk and its own cost and expense, all work required to prepare the demised premises for Tenant's occupancy subject to landlord's prior written approval and consent which shall not be unreasonably withheld or delayed, and shall equip the demised premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged. All such trade fixtures and personal property shall be of first-class quality and subject to Landlord's approval, which approval shall not be unreasonably withheld.

8. Use of Premises

(A) Tenant agrees that during the term of this lease the demised premises will be used and occupied for the following purpose and for no other purpose without the prior written consent of Landlord: The Tenant shall use the leased premises only for the purpose of operating a non-kosher Persian Food style restaurant for on-premise and off-premise consumption, "Take-out," and catering and for the sale of such products as are usually and generally sold in such restaurants, including prepared, cooked and marinated beef, lamb, chicken, veal, fish and appetizers, salads, vegetables, soups, desserts, and beverages incident thereto, but excluding uncooked or fresh or frozen of said products, and/or for any other lawful purpose subject to all restrictions contained herein. Tenant's use shall be consistent and in accordance with the menu attached hereto and incorporated herein. Tenant shall not sell grocery items not normally sold in restaurants, such as fresh fruits and vegetables, ice cream, or fresh meats. It is further understood and agreed that no chemicals, paints or other hazardous or inflammable materials shall be stored, used, displayed, sold or generated in or from the demised premises without the express written consent of Landlord, except for quantities reasonably required for the conduct of Tenant's business. Without in any manner enlarging the use which may be made of the demised premises as aforesaid, it is expressly understood and agreed that neither the demised premises nor any part thereof shall be used for (1) for the sale of ice cream except as the ancillary dessert portion of a meal; (2) for the sale of fresh fruits and vegetables, except as the ancillary vegetable or dessert portion of a meal; (3) for the preparation and/or sale of glatt-Kosher style food; or (4) for a use the same or similar to that of any other current Tenant of the building of which the Leased Premises are a part.

Khayyam Restaurant Lease

Page 5 of 25

(B) The business conducted in the demised premises shall always be conducted under the trade name "Khayyam Restaurant" unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld or delayed.

(C) Tenant further agrees that Tenant and those claiming under it shall conform to the following provisions during the term of this lease:

(1) only such goods will be warehoused and/or stored in the demised premises as are intended to be used in the business conducted in the demised premises;

(2) no auction, fire, bankruptcy or going out of business or similar sales may be conducted or be advertised as being conducted within the demised premises;

(3) Tenant shall receive and deliver goods only in a commercially reasonable manner and at commercially reasonable times.

(4) Tenant will procure all licenses and permits which may be required for any use made of the demised premises;

(5) All garbage and refuse shall be kept in the kind of container reasonably specified by Landlord, and shall be placed outside of the demised premises, prepared for collection, in the manner and at the times and places reasonably specified by Landlord. In the event that the Tenant does not provide for a reasonable service for picking up refuse and garbage, then, in that event Landlord shall have the right to provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish;

(6) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the demised premises;

(7) The plumbing facilities shall not be used for any other purpose than for the discharge of ordinary sanitary waste. Chemicals or foreign substance of any kind which could harm said facilities shall not be introduced therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant;

(8) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the land and buildings of which the Premises are a part, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other tenant or tenants or other persons in the Premises or any other part of the land and Buildings of which the Premises are a part.

(9) Tenant shall not use any portion of the demised premises for any purpose other than for its business operations in the demised premises;

(10) Nothing shall be done upon or about the demised premises which shall be unlawful, improper, or contrary to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction, or which may adversely affect the quality or tone of the demised premises, and Tenant will promptly comply with any such law, ordinance, regulation or requirement, provided that if Tenant wishes to contest such

Khayyam Restaurant Lease

Page 6 of 25

compliance, Tenant shall post such security with Landlord as Landlord shall deem adequate pending such contest;

(11) Tenant will not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the demised premises which may prevent the obtaining of any type of insurance upon the demised premises or any other premises in the buildings and land of which the Premises are part, or on any property therein, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of, any such insurance; and if anything shall be done or kept or omitted to be done in, upon or about the demised premises which shall create any extra premiums for, or increase the rate of, any such insurance, Tenant will pay the increased cost of the same to Landlord upon demand;

(12) Tenant and those claiming under Tenant shall not transport, use, handle, store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes in or about the buildings and land of which the Premises are a part except as are reasonably required ancillary to the Tenant's business and not in violation of applicable law. If the transportation, storage, use or disposal thereof anywhere on the building and land of which the Premises are a part by Tenant or anyone claiming under Tenant results in (1) contamination of the soil, surface, improvements and/or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to contain and clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys fees, arising from or connected with any such contamination, claim of contamination, loss or damage, including without limitation the cost of testing in order to confirm the presence, containment and/or removal of such oil, materials or waste. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing; and

(13) All installations of equipment and machinery shall be made so as to minimize vibration and noise and annoyance to other occupants of the buildings and land of which the Premises are a part. The moving and installation of such machines and equipment shall be at the sole risk and hazard of Tenant and Tenant agrees to indemnify and save Landlord harmless against and from any and all liability, loss, injury, claim or suit resulting directly or indirectly from the installation or maintenance of said machines and equipment.

(D) Landlord agrees that during the term of this Lease Landlord will not Lease other Premises in the contiguous building of which the Leased Premises are a part for a same or similar use as that of Tenant as of the Lease Commencement Date.

(E) Landlord represents that to the best of Landlord's knowledge and information that there are no existing "releases" or "threat of releases" of hazardous wastes on the Premises.

9. Utilities

The Tenant shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased Premises exclusively. The Landlord agrees to provide water to the Premises and, if not separately metered, Tenant shall pay, as additional rent, 50% of all water and sewer use charges made to the Landlord on account of

Khayyam Restaurant Lease

Page 7 of 25

the building of which the leased Premises are a part, and Tenant shall pay for all sewer or waste disposal maintenance, replacements or repair required during the term of the lease unless caused by an act of God, war or natural catastrophe. The parties acknowledge that the sewer and waste disposal facilities for the building of which the demised Premises are a part are combined, and that all the tenants in the building utilize the same facility.

The Tenant will repair and pay for maintenance of the waste and disposal facilities. The Landlord agrees that if any other Premises in the building of which of the demised Premises are a part shall be occupied by a restaurant of any kind for on-Premise consumption of food cooked up on the premises, then Landlord shall impose a duty upon such other tenant and Tenant herein and such other tenant or tenants to share such costs equally between or amongst them. Such payments for water and sewer use shall be made to the Landlord within thirty (30) days of notice in writing by Landlord to Tenant, of the amounts due, together with copies of all bills evidencing the same, and all regular, periodic and contract maintenance of heating, ventilating and air conditioning equipment located at and used for the demised premises. Landlord's obligation to provide utilities is subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Landlord's control.

Notwithstanding the above statement that Landlord's obligation to provide utilities is subject to such interruption, Landlord agrees to take such steps as are reasonable in all circumstances to restore utility services, when, in its reasonable discretion, exercising such steps would be helpful and appropriate. Tenant agrees that it will at all times keep sufficient heat in the demised Premises to prevent the pipes therein from freezing.

Landlord shall have no obligation to provide utilities or equipment, and without limiting the generality thereof by the enumeration, such as heating, ventilating and air conditioning equipment, compressors, duct work, or the like other than the utilities and equipment within the Premises or serving the Premises as of the commencement date of this Lease. In the event that additional or replacement utilities or equipment to serve the Premises are required or desired, the installation and maintenance thereof shall be the Tenant's obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed, and such additions or replacements shall become a part of the real estate.

10. Maintenance/Repairs

(A) Landlord's Obligations: Landlord agrees to make all necessary repairs or alterations to the property which Landlord is required to maintain, as hereinafter set forth. The property which Landlord is required to maintain is the foundation, exterior walls (other than plate glass windows and doors and structural parts supporting such plate glass windows or doors) and the roof, structural columns and structural beams of the demised Premises, in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other insured casualty only excepted. Notwithstanding the foregoing, if any of said repairs or alterations shall be made necessary by reason of repairs, installations, alterations, additions or improvements made by Tenant or anyone claiming under Tenant, by reason of the fault or negligence of Tenant or anyone claiming under Tenant, by reason of a default in the performance or observance of any agreements, conditions or other provisions on the part of Tenant to be performed or observed, or by reason of any special use to which the demised premises may be put, Tenant shall make all such repairs or alterations as may be necessary. Landlord shall not be deemed to have committed a breach of any obligation to

Khayyam Restaurant Lease

Page 8 of 25

make repairs or alterations or perform any other act unless (1) it shall have made such repairs or alterations or performed such other act negligently, or (2) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in the latter event Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act. As used in this lease, the expression "exterior walls of the demised premises" does not include the interior surface of any exterior wall, nor shall it include any glass, windows, doors, window sashes or frames, or any door frames. Landlord shall further have the right to make all repairs, installations, alterations, additions or improvements to the sprinkler system in the demised premises if applicable, that are, in Landlord's opinion, necessary to bring the system into compliance with any request from Landlord's insurance carrier or any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction.

In the event that Landlord has failed to make such repairs, or alterations, or performed such other act required of Landlord within a reasonable time after receipt of notice by Tenant, then, in that event, Tenant shall have the right to make such repair, alteration or perform such act reasonably required, to include such repair or alteration and the reasonable cost of same shall be paid by Landlord.

(B) Tenant's Obligations: Tenant agrees that it will during the term of this lease make all repairs and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction. The property which Tenant is required to maintain is the demised premises and every part thereof, including, but without limitation, all walls (except for the structural aspect of any weight-bearing wall), floor coverings and ceilings, the heating system, the air conditioning system, including rooftop heating and air conditioning units if the same are used, all utilities, (water, gas, electricity and sewerage) conduits, fixtures and equipment within the demised Premises or serving the Premises, all meters and all other fixtures and equipment within or appurtenant to the demised premises, all signs (interior and exterior), all glass, windows, doors, window sashes and frames, and door frames. Notwithstanding the foregoing, Tenant shall not be under any obligation to make any repairs or alterations to the roof, exterior walls or structural columns or structural beams of the demised premises except to the extent provided in Section (B) of this Article. Tenant specifically agrees to replace all glass damaged with glass of the same kind and quality. Except in cases of emergency, Tenant agrees that it shall give Landlord reasonable advance written notice of any occasion when Tenant or its agents, employees or contractors propose to go upon the roof of the building which includes the demised premises for the purpose of making any repairs or alterations or for any other purpose whatsoever. Tenant acknowledges that the leased Premises are now in good order and glass whole. Except as may be specifically stated herein, Tenant accepts the Premises in its present "as is" condition, having had opportunities to examine the Premises. The Tenant shall not permit the leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

(1) The Tenant shall save the Landlord harmless from all loss and damage and claim resulting from neglect in not removing snow and ice from the sidewalks bordering upon the Premises so leased, or by any nuisance made or suffered on the Leased premises, unless such loss is caused by the neglect of the Landlord. The removal of snow and ice from the sidewalks bordering upon the Leased Premises shall be Tenant's responsibility.

Khayyam Restaurant Lease

Page 9 of 25

11. Alterations/Additions

(A) Tenant agrees that neither it nor anyone claiming under it will make other installations, alterations, additions or improvements to or upon the demised premises, except only the installation of fixtures necessary for the conduct of its business, without the prior written approval of Landlord, which shall not be unreasonably withheld or delayed. All installations, alterations, additions and improvements made to or upon the demised premises, whether made by Landlord or Tenant or any other person (except only signs and movable trade fixtures installed in the demised premises prior to or during the term of this lease at the cost of Tenant or any person claiming under Tenant), shall be deemed part of the demised premises and upon the expiration or other termination of the term of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury; provided that at Landlord's election, Tenant shall remove from the demised premises any of the foregoing which Landlord shall request Tenant so to remove at any time prior to the tenth (10th) day after the expiration or other termination of the term of this lease. Upon application of Tenant to make such installation, alteration, addition or improvement, Landlord will inform Tenant, if Landlord will require Tenant to later remove same, and Tenant shall not be required to remove the same if Landlord fails to so inform Tenant. Said signs and movable trade fixtures shall not be deemed part of the demised premises and may be removed by Tenant at any time or times during the term of this lease or upon the termination of the term of this lease, and also if Landlord shall elect to have Tenant remove the same pursuant to notice given to Tenant at any time prior to the tenth (10th) day after the expiration or other termination of the term of this lease. Movable trade fixtures shall include trade fixtures and other installations not affixed to the realty and trade fixtures and other installations affixed only by nails, screws or similar means. Movable trade fixtures shall not include floor covering cemented or otherwise adhesively affixed to the floor.

(B) Tenant agrees that it will procure all necessary permits before making any repairs, installations, alterations, additions, improvements or removals. Landlord agrees it will cooperate with Tenant in obtaining such permits. Tenant agrees that all repairs, installations, alterations, improvements and removals done by it or anyone claiming under it shall be done in a good and workmanlike manner, in quality at least equal to present construction, that the same shall be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction, that the structure of the demised premises will not be endangered or impaired and that Tenant will repair any and all damage caused by or resulting from any such repairs, installations, alterations, additions, improvements or removals, including, but without limitation, the filling of holes. Tenant agrees to pay promptly when due all charges for labor and materials in connection with any work done by Tenant or anyone claiming under Tenant upon the demised premises so that the demised Premises shall at all times be free of liens resulting from such labor and/or materials. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money is filed against the demised Premises, or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall within twenty (20) days after the date of filing thereof, cause the same to be canceled and discharged of record. If required by Landlord, Tenant shall obtain waivers of liens or other similar documents satisfactory to Landlord from any such contractor or materialman. Tenant agrees to save Landlord harmless from, and indemnify Landlord against, any and all claims for injury, loss or damage to person or property caused by or resulting from the doing of any such work.

12. Indemnity and Insurance:

(A) Tenant agrees to save Landlord harmless from, and indemnify Landlord against, to the extent permitted by law, any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature (i) caused by or resulting from, or claimed to have been caused by or to have resulted

Khayyam Restaurant Lease

Page 10 of 25

from, any act, omission or negligence of Tenant or anyone claiming under Tenant (including, but without limitation, subtenants of Tenant and employees and contractors of Tenant or its subtenants), no matter where occurring, or (ii) occurring upon or about the demised premises, no matter how caused; except for injuries caused by Landlord, Landlord's negligence, or landlord's intentional acts. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. To the maximum extent that this agreement may be made effective according to law, Tenant agrees to use and occupy the demised premises as it herein given the right to use at its sole risk. Without limiting the generality of the immediately preceding sentence, if Tenant or anyone claiming under Tenant or the whole or any part of the property of Tenant or anyone claiming under Tenant shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by Landlord or its agents. Tenant agrees that Landlord shall not be liable to Tenant or anyone claiming under Tenant for any injury, loss or damage that may be caused by or result from the fault or negligence of any persons occupying adjoining premises.

(B) Tenant will maintain general comprehensive public liability insurance with respect to the demised premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming Landlord and Tenant as insureds, in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to injuries to any one person and not less than One Million Dollars (\$1,000,000.00) with respect to injuries suffered in any one accident, and not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to property.

(C) Tenant shall maintain with respect to the leased Premises, plate glass insurance with responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as Tenant.

(D) Tenant shall maintain with respect to the leased Premises, and the property of which they are a part, Worker's Compensation Insurance, with responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as Tenant at all times that the Tenant is causing to be performed any work or construction of any kind on the property or improvements therein or thereon.

(E) In the event that Tenant obtains a liquor license for the Premises, Tenant shall maintain with respect to the leased Premises, liquor liability insurance (liquor license) with responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as Tenant, in the same or greater limits as that required of the general comprehensive public liability insurance.

(F) Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof, at least fifteen (15) days prior to the commencement of the term of this lease, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to Landlord. Tenant agrees that upon Landlord's request from time to time Tenant shall increase the limits of the public liability insurance described above to such limits as are customarily carried with respect to premises similar to the demised premises.

13. Access to Premises:

Upon forty-eight (48) hour written notice (except in case of emergency) Landlord shall have the right to enter upon the demised premises or any part thereof without charge at all reasonable times and in case of emergency, at any time, to inspect the same, to remove placards and signs not approved and affixed as herein provided, to make or facilitate any repairs, alterations, additions or improvements to the demised Premises, including, but without limitation, to install and maintain in, and remove from the demised premises pipes, wires and other conduits, if necessary, for the safe operation of the building, (but nothing in this Article 13 contained shall obligate Landlord to make any repairs, alterations, additions or improvements); and Tenant shall not be entitled to any abatement or reduction of rent or damages by reason of any of the foregoing, provided the same does not unreasonably interfere with Tenant's operation of its business. No forcible entry shall be made by Landlord unless such entry shall be reasonably necessary to prevent serious injury, loss or damage to person or property. Landlord shall repair any damage to property of Tenant or anyone claiming under Tenant caused by or resulting from Landlord in making any such repairs, alterations, additions or improvements except only such damage as shall result from the making of such repairs, alterations, additions or improvements which Landlord shall make as a result of the default, fault or negligence of Tenant or anyone claiming under Tenant. For the period commencing twelve (12) months prior to the expiration of the term of this Lease, Landlord may enter the Premises to show the Premises for sale or rent. For the period commencing six (6) months prior to the expiration of the term of this lease, Landlord may maintain "For Rent" or "For Sale" signs on the front or any part of the exterior of the demised premises. Any such entry by Landlord shall be done in such a way as to minimize the interference with and impact upon the Tenant's business.

14. Fire and Other Casualty:

If the demised premises shall be damaged or destroyed by fire or other unavoidable casualty, then Tenant shall provide notice thereof to Landlord, and, except as hereinafter otherwise provided, Landlord shall, within a reasonable time thereafter, repair or restore the demised premises to substantially the same condition they were in prior to the casualty. Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction. It is agreed and understood that if during the last year of the term of this lease the demised premises shall be damaged or destroyed as aforesaid to the extent of fifteen percent (15%-) or more of its insurable value, or the building of which they are a part shall be damaged or destroyed to the extent of fifteen percent (15%-) or more of its insurable value, Landlord or Tenant, at their election, may terminate the term of this lease by a notice, one to the other, within sixty (60) days after such damage or destruction. It is further agreed that if at any time during the term hereof the demised premises or the building of which the demised premises are a part shall be substantially damaged or destroyed as aforesaid, Landlord, at its election, may terminate the term of this lease by a notice to Tenant within sixty (60) days after such damage or destruction. For purposes of this Article, any premises shall be deemed to have been substantially damaged or destroyed if the damage or destruction is of such a character that the same cannot reasonably be expected to be repaired or restored within ninety (90) days after the repair or restoration work would be commenced. In the event of any termination of the term of this lease pursuant to the provisions of this Article 14, the termination shall become effective on the fifteenth (15th) day after the giving of the notice of termination, and rent shall be apportioned as of the time of termination.

(G) when such fire, casualty, or taking renders the leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Tenant may elect to terminate this lease if:

Khayyam Restaurant Lease

Page 12 of 25

(1) the Landlord fails to give written notice within thirty (30) days of intention to restore leased premises, or

(2) the Landlord fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

15. Eminent Domain:

(A) If after the execution of this lease and prior to the expiration of the term of this lease the whole of the demised premises shall be taken under the power of eminent domain, then the term of this lease shall cease as of the time when Landlord shall be divested of its title in the demised premises, and the rent shall be apportioned and adjusted as of the time of termination.

(B) If only a part of the demised premises shall be taken under the power of eminent domain, then if as a result thereof the rentable floor area of the demised premises shall be reduced by more than twenty percent (20%) and the part remaining shall not be reasonably adequate for the operation of the business conducted in the demised premises prior to the taking, Landlord or Tenant may, at its election, terminate the term of this lease by giving the other notice of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use, and the rent shall be apportioned and adjusted as of the time of termination. Further, if so much of the land and buildings of which the Premises are a part shall be taken under the power of eminent domain that continued operation of the land and buildings of which the Premises are a part would be uneconomical, Landlord, at its election, may terminate the term of this lease by a notice to Tenant of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use, and rent shall be apportioned and adjusted as of the time of termination. If only a part of the demised premises shall be taken under the power of eminent domain and if the term of this lease shall not be terminated as aforesaid, then the term of this lease shall continue in full force and effect and Landlord shall, within a reasonable time after possession is required for public use, repair and rebuild what may remain of the demised premises so as to put the same into condition for use and occupancy by Tenant, and a just proportion of the rent according to the nature and extent of the injury to the demised premises shall be suspended or abated until what may remain of the demised premises shall be put into such condition by Landlord, and thereafter a just proportion of the rent according to the nature and extent of the part so taken shall be abated for the balance of the term of this lease.

(C) Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord in any proceeding for the recovery of damages if requested by Landlord, and to turn over to Landlord any damages that may be recovered in such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for injuries to tenant's movable fixtures, personal property or equipment, or moving expenses.

16. Landlord's Lien/Security Interest:

Tenant agrees that Landlord shall have a landlord's lien, and additionally hereby separately grants to Landlord a first and prior security interest, in, on and against all personal property of Tenant from time to time situated on the Premises, which lien and security interest shall secure the payment of all

rental and Additional Charges payable by Tenant to Landlord under the terms hereof. Tenant further agrees to execute and deliver to landlord from time to time such financing statements and other documents as Landlord may then deem appropriate or necessary to perfect and maintain said lien and security interest, and expressly acknowledges and agrees that, in addition to any and all other rights and remedies of Landlord whether hereunder or at law or in equity, in the event of any default of Tenant hereunder, Landlord shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the Commonwealth of Massachusetts. If Tenant shall fail for any reason, within ten (10) days following Landlord's request therefor, to execute any such financing statement of document requiring Tenant's execution, then Landlord shall have the right to execute the same as attorney-in-fact of Tenant, coupled with an interest, for, and on behalf, and in the name of Tenant.

17. Defaults:

(A) (1) If Tenant shall default in the payment of rent or other payments required of Tenant, and if Tenant shall fail to cure said default within ten (10) days after written notice from Landlord, or (2) if Tenant shall have been in default of payment of rent or other payments required of Tenant, three (3) times or more in any twelve (12) month period; or (3) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within thirty (30) days after receipt of written notice of said default from Landlord, and such additional time as reasonably necessary if Tenant has commenced action and is using due diligence to cure said default or (4) if any person shall levy upon, or take leasehold interest or any part thereof upon execution, attachment or other process of law, or (5) if Tenant shall make an assignment of its property for the benefit of creditors, or (6) if Tenant shall be declared bankrupt or insolvent according to law and said action is not dismissed within sixty (60) days, or (7) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant and said action is not dismissed within sixty (60) days, or (8) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or, (9) if Tenant shall fail to provide a subordination agreement within ten (10) business days of Landlord's notice and request for same, then in any of said cases, Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the demised premises or any part thereof in the name of the whole, by force or otherwise, and hold the demised premises as if this lease had not been made, and expel Tenant and those claiming under it and remove its or their property (forcibly, if necessary) without being taken or deemed to be guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this lease), and upon entry as aforesaid (or in the event that Landlord shall send to Tenant notice of termination as above provided, on the fifth (5th) day next following the date of the sending of the notice), the term of this lease shall terminate. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord terminates this lease as provided in this Article.

(B) In case of any such termination, Tenant will indemnify Landlord each month against all loss of rent and all obligations which Landlord may incur by reason of any such termination between the time of termination and the expiration of the term of this lease; or at the election of Landlord, exercised at the time of the termination or at any time thereafter, Tenant will indemnify Landlord each month until the exercise of the election against all loss of rent and other obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the exercise of the election, and upon the exercise of the election Tenant will pay to Landlord as damages such amount as at the time of the exercise of the election represents the amount by which the rental value of the demised premises for the period from the exercise of the election until the expiration of the term shall be less than

Khayyam Restaurant Lease

Page 14 of 25

the amount of rent and other payments provided herein to be paid by Tenant to Landlord during said period. In the event that Landlord elects to have tenant pay the Balance of Rent due in one lump sum payment, then in that event, said lump sum payment shall be subject to and discounted by a present value analysis at six percent (6%) per annum. It is understood and agreed that at the time of the termination or at any time thereafter Landlord may rent the demised premises for a term which may expire after the expiration of the term of this lease, without releasing Tenant from any liability whatsoever, that Tenant shall be liable for any reasonable expenses incurred by Landlord in connection with obtaining possession of the demised premises, with removing from the demised premises property of Tenant and persons claiming under it (including warehouse charges), with putting the demised premises into good condition for reletting, and with any reletting, including, but without limitation, reasonable attorneys' fees and brokers' fees, and that any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Tenant to Landlord.

18. Subordination to Mortgages:

Tenant agrees that upon the request of Landlord it will subordinate this lease and the lien hereof to the lien of any present or future mortgage or mortgages upon the demised premises or any property of which the demised premises are a part, irrespective of the time of execution or time of recording of any such mortgage or mortgages. Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. The word 'mortgage' as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. At the request of the holder of any mortgage upon the demised premises or any property of which the demised premises is a part, this lease may be made superior to such mortgage, and in such event Tenant shall execute any and all documents giving superiority to this lease as Landlord shall require. However, such holder of any mortgage upon the demised premises or any property of which the demised premises is a part may subordinate the lien of such mortgage to this lease, thereby making this lease superior to such mortgage, by recording in the Norfolk County Registry of Deeds, a Notice of Subordination or other document of like effect, executed unilaterally by such mortgagee. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that, if requested by Landlord or by the holder of such mortgage, it will attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage. In the event that Landlord places a mortgage on the Premises and requests of Tenant a subordination agreement, then, in that event, and as a condition to such subordination, Tenant may require that Landlord obtain a non-disturbance agreement provided Tenant is not in default.

19. Certificate:

After the commencement of the term of this lease and within ten (10) days after written request therefor by Landlord, Tenant agrees to deliver to Landlord or to any mortgagee a certificate stating that Tenant has entered into occupancy of the demised premises in accordance with the provisions of this lease, that this lease is in full force and effect.

20. Assignment:

(A) Tenant agrees that it will not assign, mortgage, pledge or otherwise encumber this lease or any interest therein, or sublet the whole or any part of the demised premises, without obtaining on each

occasion the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

(B) Tenant shall pay to Landlord upon demand, and as additional rent, all reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting. Landlord shall consent to any assignment of this lease by Tenant or a subletting of the whole of the demised premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if Landlord shall consent to a subletting of a portion of the demised premises by Tenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of each installment of any such excess rent, fifty percent (50%) of any such excess rent. Each request by Tenant for permission to assign this lease or to sublet the whole or any part of the demised premises shall be accompanied by a warranty by Tenant as to the amount of rent to be paid to Tenant by the proposed assignee or sub-lessee. For purposes of this Section, the term "rent" shall mean only all fixed rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of premises and not payments made to Tenant for the purchase of Tenant's business or assets. Tenant agrees that if a sublease is entered into, neither the rent payable thereunder nor the amount thereof passed on to any person or entity shall have deducted therefrom any expenses or costs related in any way to the subleasing of such space. If there shall be any assignment or subletting by Tenant pursuant to the provisions of this Article, Tenant shall remain primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be (in the case of any assignment) joint and several with that of such assignee. It is expressly understood and agreed that no assignment of Tenant's interest in this lease shall be effective until such time as Tenant shall deliver to Landlord an agreement from the assignee, which agreement shall be reasonably satisfactory to Landlord in form and substance and shall provide that the assignee agrees with Landlord to be primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be joint and several with that of Tenant.

(C) Transfers. In the event that Tenant wishes to sublet the premises or assign this Lease, in whole or in part, Tenant shall forthwith notify Landlord in writing of Tenant's desire to sublet the Premises or assign this Lease, including a summary of the proposed terms, or a copy of any offer, as the case may be and the proposed assignee's credit information including, but not limited to full legal name, address, date of birth, social security number, references and financial information. Landlord shall have thirty (30) days within which to accept or reject said assignment or sublease. Such acceptance not to be unreasonably withheld. Any proposed sublease or assignment not specifically disapproved by Landlord, in writing and specifying all reasons for such disapproval and delivered to Tenant within said thirty (30) days shall be deemed approved. Further, subject to the above, Tenant may sublet all or any portion of the Leased Premises, or assign this Lease, to any corporation or other entity. In the event of such a transfer, Tenant will notify Landlord of the name, address and phone number of the sublessee or assignee. In addition, in the event of such transfer, Tenant and Guarantor shall remain liable to Landlord under the terms of this Lease for the performance of the sublessee or assignee. Any assignment, subletting, mortgaging or hypothecation permitted hereunder or to which the Landlord has consented shall be by written instrument under which the assignee, or sublessee shall agree for the benefit of Landlord to be bound by and to perform this Lease.

21. Holding Over:

If Tenant or anyone claiming under Tenant shall remain in possession of the demised premises or any part thereof after the expiration or termination of the term of this lease without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant at sufferance and after acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant at will, subject to the provisions of this lease insofar as the same may be made applicable to a tenancy at will; provided, however, that rent during such period as such person shall continue to hold the demised premises or any part thereof shall be payable at two (2) times the highest rate payable during the term hereof.

22. Waivers:

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be deemed to be anything but payment on accounts and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

23. Compliance with Laws

The Tenant acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof, which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance, or health, safety, sanitary or other similar code, whether imposed by state, federal or local government, in force in Brookline. Further, the Tenant shall hold the Landlord harmless and indemnified from all loss, cost and damage, including reasonable attorney's fees, arising out of any failure by Tenant to comply with any such governmental requirement.

Tenant shall be responsible for obtaining all permits, licenses, and the like in order to occupy the premises and to carry on its business therein.

Tenant shall dispose of trash, garbage and the like, daily, and shall place such material in an approved and lawful enclosure assuring that rats or vermin or the like shall not enter the building of which the demised premises are a part, and shall not become a nuisance in the area. In the event of a default by the Tenant of the provisions of this Paragraph, the landlord shall have the power of self-help exercisable forthwith and without notice, if necessary, and any cost engendered thereby shall be chargeable by Landlord to Tenant as additional rent.

Further, in the event of a default hereof, the Tenant shall hold the landlord harmless and indemnified from all loss, cost and damage arising out of any failure to comply with its obligations under this Paragraph regarding disposal of trash or waste, including reasonable attorney's fees, including claims of other tenants of the building of which the leased Premises are a part, the Town of Brookline, or any other person claiming to be harmed thereby, provided that Tenant shall have an opportunity to participate in the resolution of any such claims made against the Landlord arising out of any failure by Tenant to comply with its obligations under this Paragraph regarding disposal of trash or waste. Further, in the event of a default hereof, the Tenant shall hold the Landlord harmless and indemnified from all loss, cost or damage arising out of any such claim, including claims of other tenants of the building of which the leased Premises are a part, the Town of Brookline, or any other person claiming to be harmed thereby.

24. Quiet Enjoyment:

Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the demised premises during the term of this lease without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this lease.

25. Failure of Performance:

If Tenant shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed other than an obligation to pay money, and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor or save Landlord harmless therefrom; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder said amount, plus interest thereon from the date of Landlord's demand at the Lease Interest Rate, shall be added to and become due as a part of the next payment of rent due hereunder.

26. Definitions and Interpretations:

(A) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this lease contained on the part of Landlord to be performed and observed shall be binding upon the Landlord and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Tenant and its heirs, legal representatives, successors and assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. The word "Landlord", as used

Khayyam Restaurant Lease

Page 18 of 25

herein, means only the owner for the time being of Landlord's interest in this lease, that is, in the event of any transfer of Landlord's interest in this lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer the transferee shall be liable for the performance and observance of said agreements and conditions.

(B) If Tenant shall consist of more than one person or if there shall be a guarantor of Tenant's obligations, then the liability of all such persons, including the guarantor, if any, shall be joint and several and the word "Tenant", as used in clauses (4), (5) (6) and (7) of Section (A) of Article 15 of this Lease, shall be deemed to mean any one of such persons.

(C) It is agreed that if any provisions of this lease shall be determined to be void by any court of competent jurisdiction then such determination shall not affect any other provisions of this lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(D) This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This lease shall not be modified in any way except by a writing subscribed by both parties.

(E) The submission of this lease for examination does not constitute a reservation of, or option for, the demised premises, and this lease becomes effective as a lease only upon the execution and unconditional delivery thereof by both Landlord and Tenant.

(F) Landlord reserves the right at any time or times during the term of this lease to use the roof, foundation or exterior walls for signs or in connection with additional construction.

(G) Wherever in this lease provision is made for the doing of any act by any person it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed. For purposes of Article 10 hereof, the word "repairs" includes the making of replacements when necessary.

(H) If all or any part of Landlord's interest in this lease shall be held by a trust, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants, or agreements, express or implied, hereunder. Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustees as aforesaid and not individually and upon the trust estate.

(I) For the purposes of this lease, a business organization shall be deemed to be affiliated with Tenant (i) if such business organization controls or is controlled by Tenant either directly by ownership of a majority of its voting stock or of such minority thereof as to give it substantial control, or indirectly by ownership of such a majority or minority of the voting stock of another business organization so controlling or controlled by Tenant, (ii) if said business organization is so controlled by another business organization so controlling Tenant, or (iii) if said business organization stands in such a relationship to Tenant that there is an absence of equal bargaining power between such business organization and Tenant with respect to their dealings and transactions.

Khayyam Restaurant Lease

Page 19 of 25

Without limiting the generality of the foregoing, and whether or not all or any part of Landlord's interest in this lease shall be held by a trust, Tenant specifically agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being specifically agreed that Landlord shall never otherwise be personally liable for any such judgment.

27. Delays:

In any case where either party hereto is required to do any act (other than make a payment of money) delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control (other than such party's financial condition) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

28. Notices:

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS and the like. If given to Tenant the same shall be mailed to Tenant at 404-404A Harvard Street, Brookline, Massachusetts 02446, or at such other address as Tenant may hereafter designate by notice to Landlord, with a copy to Andrew S. Guisbond, Esquire, 63 Chatham Street, Third Floor, Boston, Massachusetts 02109; and if given to Landlord the same shall be directed to Landlord c/o Howard Wernick, Trustee, ~~Wernick Trust, 11 Beacon Street, Suite 1100, Boston, Massachusetts 02108~~; or to such other persons or at such other addresses as Landlord may hereafter designate by notice to Tenant. In the event that a notice mailed with sufficient postage as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

29. Captions:

The captions used as headings for the various articles of this lease are used only as a matter of convenience for reference, and are not to be considered a part of this lease or to be used in determining the intent of the parties to this lease. Whenever in this lease any portion, or part thereof, has been stricken out, whether or not any provision has been substituted therefor, this lease shall be read and construed as if the words so stricken out were never included herein and no implication shall be drawn from the words so stricken out.

30. Recording:

Tenant shall not record this lease and any recording of this lease by Tenant shall constitute a material breach by Tenant and shall entitle Landlord, at its election, to immediately terminate this lease pursuant to the provisions of Article 16 hereof. Landlord shall execute and deliver and Tenant may record the instrument prepared pursuant to the provisions of the last sentence of Section (D) of Article 3 hereof.

31. Waiver of Subrogation:

(A) Tenant hereby releases Landlord, to the extent of Tenant's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Tenant's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Tenant to recover thereunder. Tenant agrees that its fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if extra cost is chargeable therefor, so long as Landlord pays such extra cost. If extra cost is chargeable therefor, Tenant will advise Landlord thereof and of the amount thereof. Landlord at its election, may pay the same, but shall not be obligated to do so. Tenant agrees that all fixtures and personal property contained within the demised premises shall be covered at all times by fire and so-called "all risk" insurance.

(B) Landlord hereby releases Tenant, to the extent of loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Tenant or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Landlord's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Landlord to recover thereunder. Landlord agrees that its fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if extra cost is chargeable therefor, so long as Tenant pays such extra cost. If extra cost is chargeable therefor, Landlord will advise Tenant thereof and of the amount thereof. Tenant at its election may pay the same, but shall not be obligated to do so.

32. Modification:

In the event that any holder or prospective holder of any mortgage, as hereinbefore defined, shall request any reasonable modification of any of the provisions of this lease not substantially affecting Tenant's rights, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises, Tenant agrees that Tenant will enter into a written agreement in recordable form with such holder or prospective holder which shall effect such reasonable modification and provide that such modification shall become effective and binding upon Tenant and shall have the same force and effect as an amendment to this lease in the event of foreclosure or other similar action taken by such holder or prospective holder.

33. Brokers:

Tenant hereby represents and warrants to Landlord that it has dealt with no real estate broker in connection with this lease and there are no other brokerage commissions or other finders fees in connection herewith. Tenant hereby agrees to hold Landlord harmless from and indemnified against, all loss or damage (including, without limitation, the cost of defending same,) arising from any claim by any broker claiming to have dealt with Tenant.

34. Notice to Mortgagees:

After receiving notice from Landlord or from any person, firm or other entity that such person, firm or other entity holds a mortgage, as hereinbefore defined, which includes the demised premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given by certified or registered mail to such holder, and the curing of any of

Khayyam Restaurant Lease

Page 21 of 25

Landlord's defaults by such holder shall be treated as performance by Landlord, it being understood and agreed that such holder shall be afforded a reasonable period of time after the receipt of such notice in which to effect such cure.

35. Fire Preventive Devices:

Tenant agrees to supply and maintain in the demised premises any fire prevention equipment required pursuant to and law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction.

36. Certain Transfers Deemed Assignments:

(A) (1) A transfer by operation of law or otherwise, of Tenant's interest in this lease; or (2) a transfer of any percentage interest in Tenant (whether stock, partnership interest, or otherwise) in a single transaction or a related series of transactions; or (3) any increase in the amount of issued and/or outstanding shares of capital stock of any corporate tenant and/or the creation of one or more additional classes of capital stock of any corporate tenant, in a single transaction or a related series of transactions, with the result that the beneficial and record ownership in and to such tenant shall no longer be identically held in the same proportion by the beneficial and record owners of the capital stock of such corporate tenant as of the date prior thereto; shall be deemed an assignment of this lease within the meaning of Article 19, except for a transfer on or as a result of the death of a shareholder, and except that clauses (2) and (3) above shall not apply to any publicly held corporation, and further shall not apply if (i) the transferee/assignee has the same management and control as Tenant, or if (ii) there is a merger or consolidation of Tenant with a larger company, or (iii) a transfer within the immediate or nuclear family of Alireza Zarifiannazario.

(B) Whenever reference is made in this Article to a corporate tenant, the same obligations and restrictions shall apply to any permitted corporate assignee entitled to occupy the demised premises.

37. Interruption of Services:

With respect to any services furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

38. Surrender

The Tenant shall, at the expiration or other termination of this lease, remove all Tenant's goods and effects from the leased Premises (including, without limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased Premises) Tenant shall deliver to the Landlord the leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, all such remaining properties shall be deemed abandoned, and any acts taken, permitted or suffered to be taken, or omitted to be taken by Landlord, shall be without liability to the Landlord, including destruction of such property, and all amounts received by Landlord

Khayyam Restaurant Lease

Page 22 of 25

from the sale or other disposition of such property, shall be received for the account of the Landlord and not for the account of the Tenant.

39. Operation

Tenant's restaurant store on the Premises shall be open for retail sales, and the Tenant shall operate the Premises for such retail sales every day of the term during normal business hours unless prevented from doing so by law or by the condition of the premises, or by agreement of the parties.

40. Guarantee

As a condition concurrent with this Lease, Tenant's obligations hereunder shall be guaranteed personally by Alireza Zarifiannazario, by his execution of a Guarantee in form and substance the same as the Guarantee attached hereto.

41. Equipment Purchase

Tenant acknowledges the presence on the Premises of pre-existing restaurant kitchen equipment consisting of stoves, ovens, grills, tables and miscellaneous equipment. Simultaneously with the execution of this Lease, Tenant purchases all said equipment located in the kitchen for an additional Seven Thousand Dollars (\$7,000), payable at the time of execution.

42. Landlord's Grant of Free Rent

Prior language notwithstanding, Landlord grants to Tenant free use and occupancy of the premises from the date of execution of this Lease for up to two (2) months or until Tenant opens for business, whichever comes first. In the event Tenant opens mid-month, said rent for said month shall be prorated. Tenant agrees to use good faith and best efforts to complete renovations, obtain permits as necessary, and to open for business as soon as reasonably possible.

Knayyam Restaurant Lease

Page 23 of 25

WITNESS our hands and seals on this 25 day of September 2009.

TENANT:

LANDLORD:

Alireza Zarifiannazario

Wernick Trust

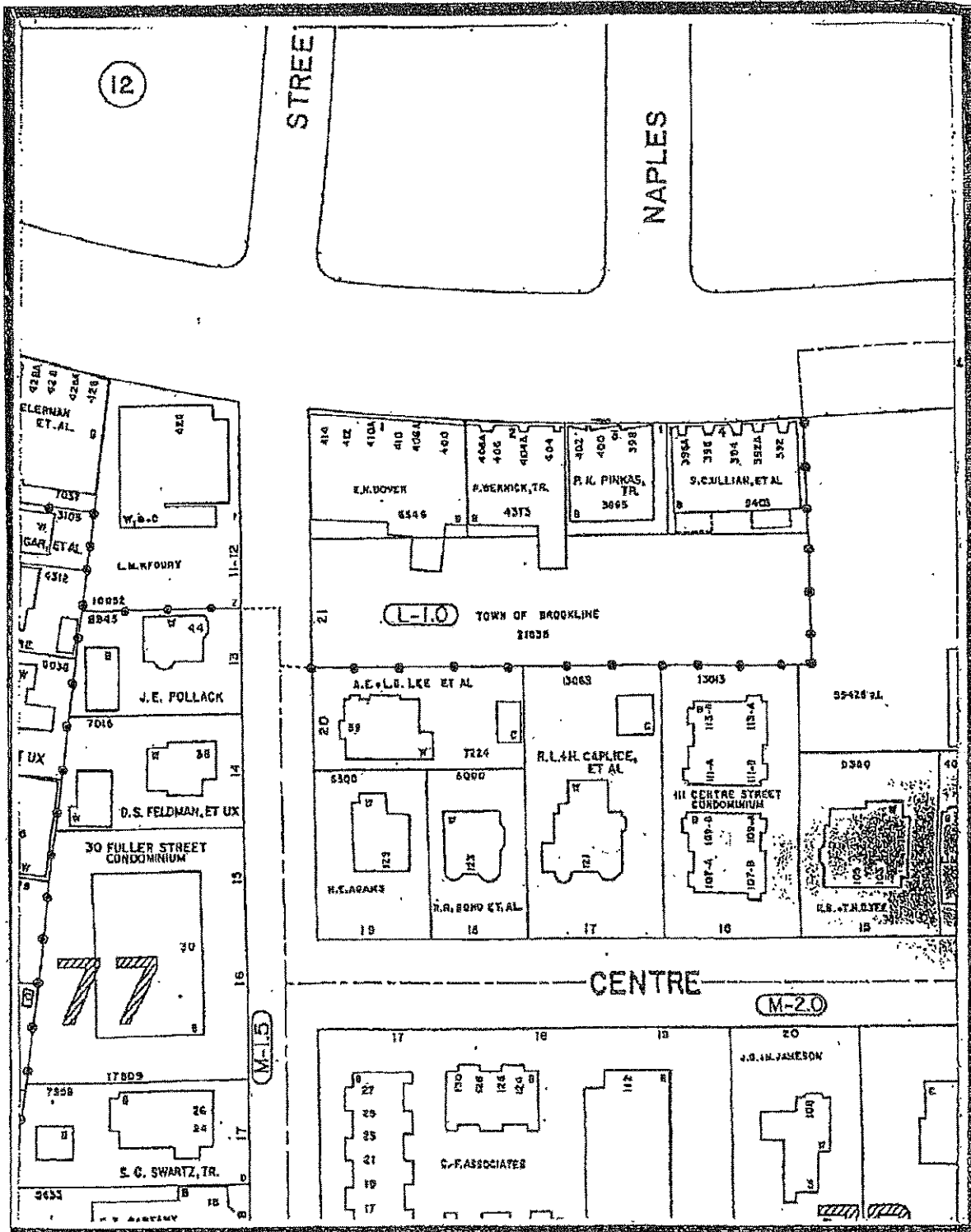
By:

Alireza Zarifiannazario
Alireza Zarifiannazario

Howard B. Wernick
Howard B. Wernick
Trustee of the Wernick Trust

Khayyam Restaurant Lease

Page 24 of 26

EXHIBIT "A"
SITE PLAN

Khayyam Restaurant Lease

Page 25 of 26

EXHIBIT "A-1"
LEGAL DESCRIPTION

The subject improvement has an address of 404-406A Harvard Street, Brookline, Massachusetts. It is located on a single parcel designated by the Town of Brookline Assessor's office on Map 15, Block 78, Parcel 2. The subject's Deed is recorded in the Norfolk County Registry of Deeds in Book 4693, Page 315.

SITE CHARACTERISTICS	
MAP/LOT	Map 15, Block 78, Parcel 2
Parcel Size:	4,373 Square Feet - 0.10 Acres
Topography:	Level
Frontage:	60.60 Feet of Frontage along Harvard Street
Average Width/Depth	Average Width of +/- 61 feet Average Depth of +/- 70 feet
Shape:	Almost Rectangular
Flood Plain, Wetlands, and Watershed:	According to FEMA Flood Insurance Rate Map, subject is located within a Flood Zone "C," which is an area of minimal flooding.
Soil, Subsoil, and Drainage:	Based on exiting improvement, soils appear to be suitable for development. Drainage appeared adequate.
Utilities:	All necessary utilities are available to the site, including water, sewer, natural gas, and electricity.
Deed Restrictions:	No adverse Deed restrictions known.
Easements/Encroachments:	None Noted
Hazardous Substance:	No obvious hazardous waste conditions were observed, but at least a Phase I site survey may be prudent. To the best of the appraiser's knowledge, there were no underground storage tanks (UST's).
Improvement:	The site is improved by a one story retail building with a
Lot Coverage:	86%
Floor Area Ratio:	0.86 to 1
Paving/Parking:	None
Landscaping:	None

For reference, see attached Tax Map, and FEMA Flood Map.

Khayyam Restaurant Lease

Page 25 of 25

GUARANTEE

In consideration of the execution of the within Lease and as an inducement to the Landlord and with knowledge that the Landlord is relying upon the execution of this instrument of consideration, the receipt whereof is hereby acknowledged, the undersigned hereby jointly and severally guarantee unto Wernick Trust, the Landlord, the punctual payment by the Tenant of all the rents and other payments payable or at any time falling due thereunder and the full, faithful and punctual performance by the Tenant of all the covenants, agreements and provisions contained in the Lease on the part of the Tenant to be done, paid, performed or observed prior to or during the term of the Lease or otherwise under the Lease, in the first instance, as if the Guarantor were primarily liable. The undersigned hereby agrees that no waiver or extension of time or other modification by the Landlord of or with respect to any of the covenants, agreements and/or provisions of the Lease or consent by the Landlord to any assignment or subletting by the Tenant of the Lease or any interest therein and no acceptance by the Landlord of any one or more checks, notes, bills or other commercial paper, with or without any other party or parties thereto or other property on account or in payment of and/or as security for any rent or other payment to be paid by Tenant, and no settlement or compromise made by the Landlord with the Tenant with respect to any such payment, and no other favor or indulgence granted or shown to the Tenant by the Landlord, shall in any way affect the liabilities of the undersigned hereunder, or in any way release the undersigned from the obligations hereunder. Wherever context so requires or admits, the term "Landlord" shall include the Landlord and his or its successors and assigns, the term "Tenant" shall include the Tenant and its successors and assigns, and the term "Lease" refers to the Lease between Wernick Trust and Jota, Inc. dated the date hereof and to which this Guarantee is attached, and any extension or renewal thereof.

WITNESS our hands and seals this 25th day of September 2009

Alireza Zarifiannazario
Alireza Zarifiannazario

COMMONWEALTH OF MASSACHUSETTS

Torfolk SS.

Sept 25, 2009

Then personally appeared the above-named Alireza Zarifiannazario and acknowledged the foregoing instrument to be their free acts and deeds, before me,

Eileen MacLennan
Notary Public

EILEEN MacLENNAN
NOTARY PUBLIC
My Commission Expires Mar. 21, 2014

My Commission Expires: 3/21/2014

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made as of the 10th day of December 2014, by and between Howard B. Wernick, Manager, Wernick Properties, LLC, successor in interest to Howard B. Wernick, Trustee, Wernick Trust (hereinafter referred to as "**Landlord**"), and The Brothers Restaurant Corp. a Massachusetts Corporation of 404 Harvard Street, Brookline, Massachusetts (hereinafter referred to as "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that Lease dated as of September 25, 2009 (said Lease being hereinafter referred to as the "Lease") with respect to the following described premises: 404 Harvard Street, Brookline, Massachusetts 02446 (the "Premises"),

WHEREAS, capitalized terms used herein without definition shall have the meaning set forth in the Lease;

WHEREAS, Tenant is in compliance with all terms in the Lease as of the date hereof,

WHEREAS, Landlord and Tenant have agreed to modify and amend the Lease in certain respects as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- a. Section 3 ("Term") of the Lease shall be amended by including the following paragraph:

Provided the Tenant is not in default of the terms and covenants of this Lease beyond the applicable notice and cure periods, Tenant shall have two (2) Five year options to extend the term of this Lease, exercisable by written notice to Landlord no later than 6 months before the expiration of the original ten year term or option term as the case may be. Rent for any Option shall be as indicated on the Option Rent Schedule, attached hereto and incorporated herein.

- b. Section 8 ("Use of Premises") of the Lease shall amended as follows:

Paragraph 8(A) deleted in its entirety and replaced with the following:

Tenant agrees that during the term of this lease the demised premises will be used and occupied for the following purpose and for no other purpose without the prior written consent of Landlord: The Tenant shall use the leased premises only for the purpose of operating a restaurant for on-premise and off-premise consumption, "Take-out," and catering and for the sale of such products which are the same or substantially similar to the menu attached hereto and incorporated herein and as are usually and generally sold in such restaurants, including meat pizzas to be known as "flatbreads", but excluding vegetarian pizzas and sushi. Tenant shall not sell grocery items not normally sold in restaurants, such as fresh fruits and vegetables, ice cream, or fresh meats. It is further understood and agreed that no chemicals, paints or other

hazardous or inflammable materials shall be stored, used, displayed, sold or generated in or from the demised premises without the express written consent of Landlord, except for quantities reasonably required for the conduct of Tenants business. Without in any manner enlarging the use which may be made of the demised premises as aforesaid, it is expressly understood and agreed that neither the demised premises nor any part thereof shall be used for (J) for the sale of ice cream except as the ancillary dessert portion of a meal; (2) for the sale of fresh fruits and vegetables, except as the ancillary vegetable or dessert portions of a meal; (3) for the preparation and/or sale of Glatt-Kosher style food or vegetarian pizzas; or (4) for the sale of sushi; or (5) for a use the same or similar to that of any other current Tenant of the building of which the Leased Premises are a part.


Paragraph 8(B) deleted in its entirety and replaced with the following:


The business conducted in the demised premises shall always be conducted under the trade name "The Brothers Restaurant" unless Landlord shall otherwise consent in writing which consent shall not be unreasonably withheld or delayed.

Dated this 10th_ day of December 2014

Tenant:
The Brothers Restaurant Corp

Landlord:
Wernick Properties, LLC


By: Concepcion Perez, President


By: Howard B. Wernick, Manager

Personal Guarantor: In consideration for Lessor consenting to this Assignment with Assignee, Concepcion Perez, does hereby personally guaranty, to Lessor, its successors and assigns for the full performance of all payments of base rent and additional rent and the performance of all terms, covenants, and conditions provided in this Lease. Said Guaranty shall be executed in form and substance the same or substantially similar to the Guaranty attached hereto and incorporated herein.

Personal Guarantor:



Concepcion Perez, Individually

CONSENT OF LESSOR

I, Howard B. Wernick, Trustee, Wernick Trust, as Lessor of that certain Lease executed and dated September 25, 2009 for the Premises located at 404 Harvard Street, Brookline, Massachusetts do hereby consent to the Assignment of Leases and Rents by Alireza Zariannazario to The Brothers Restaurant Corp.

Dated this 10 day of December, 2014

Wernick Properties LLC


Howard B. Wernick, mgr.


By: Howard B. Wernick, Manager

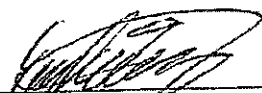
GUARANTEE

In consideration of the execution of the within Lease and as an inducement to the Landlord and with the knowledge that the Landlord is relying upon the execution of this instrument of consideration, the receipt whereof is hereby acknowledged, the undersigned hereby jointly and severally guarantee unto Wernick Trust (now succeeded by Wernick Properties LLC), the Landlord, the punctual payment by the Tenant of all the rents and other payments payable or at any time falling due thereunder and the full, faithful and punctual performance by the Tenant of all the covenants, agreements and provisions contained in the Lease on the part of the Tenant to be done, paid, performed or observed prior to or during the term of the Lease or otherwise under the Lease, in the first instance, as the Guarantor agrees to be primarily liable. The undersigned hereby agrees that no waiver or extension of time or other modification by the Landlord of or with respect to any of the covenants, agreements and /or provisions of the Lease or consent by the Landlord to any assignment or subletting by the Tenant of the Lease or any interest therein and no acceptance by the Landlord of any one or more checks, notes, bills or other commercial paper, with or without any other party or parties thereto or other property on account or in payment of and/or as security for any rent or other payment to be paid by Tenant and no settlement or compromise made by the Landlord with the Tenant with respect to any such payment, and no other favor or indulgence granted or shown to the Tenant by the Landlord, shall in any way affect the liabilities of the undersigned hereunder, or in any way release the undersigned from the obligations hereunder. Wherever context so requires or admits, the term "Landlord" shall include the Landlord and his or its successors and assigns, the term "Tenant" shall include the Tenant and its successors and assigns, and the term "Lease" refers to the Lease between Wernick Trust (succeeded by Wernick Properties LLC) and Jota, Inc., dated September 25, 2009, as assigned by assignment of leases and rents dated 12/10/14, by Alireza Zarifiannazario, assigns and the Brothers Restaurant Corp., assignee, and as amended by First Amendment of Lease dated 12/10/14 by Howard B. Wernick, Manager, Wernick Properties, LLC., (successor to Wernick Trust) and the Brothers Restaurant Corp., Tenant and to which this Guarantee is attached, and any extension or renewal thereof.

WITNESS our hands and seals this 10th day of DECEMBER 2014


 Concepcion Perez, Personally
 Of: 24 HIGH ST apt #3
EVERETT, MA 02149


 Caesar Gutierrez, personally
 Of: 109 Broadway DR
East Boston 02128


 Edison Gutierrez, personally
 Of: 666 saratoga st apt 1
East Boston 02128

OPTION RENT SCHEDULE

Option year	Monthly Rent	Annual Rent
1. 10-01-19 to 09-30-20	\$ 6,664.00	\$ 79,968.00
2. 10-01-20 to 09-30-21	6,863.00	82,356.00
3. 10-01-21 to 09-30-22	7,068.00	84,816.00
4. 10-01-22 to 09-30-23	7,280.00	87,360.00
5. 10-01-23 to 09-30-24	7,498.00	89,976.00
6. 10-01-24 to 09-30-25	7,720.00	92,664.00
7. 10-01-25 to 09-30-26	7,953.00	95,436.00
8. 10-01-26 to 09-30-27	8,191.00	98,292.00
9. 10-01-27 to 09-30-28	8,436.00	101,232.00
10. 10-01-28 to 09-30-29	8,689.00	104,268.00

Checklist for Alternate Manager*Michael Gallego*

- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference (Board of Directors)
 - ☒ Vote of Corporation
 - ☐ or letter from manager of record
 - ☒ IN-PERSON class for the safe service of alcohol certification
 - ☒ **On-line class will be accepted during the Covid-19 pandemic only**
 - ☐ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
 - ☒ Valid Identification (State issued License, Passport, etc.)
-
- ☐ Report from Brookline Police Chief



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: §12 Restaurant

NAME: Michael A. Gallego

ADDRESS: [REDACTED]

EMAIL ADDRESS: _____

PHONE #: SLH Restaurant LLC

PLACE OF BIRTH: _____

FATHER'S NAME: _____

MOTHER'S MAIDEN NAME: Arango

ARE YOU A CITIZEN?

YES



NO



ALIEN CARD # _____

ARE YOU A VETERAN:

YES



NO



RESIDENCES FOR LAST FIVE YEARS

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

EDUCATION

DATE: 09/09 - 06/13 LOCATION: Prospect Hill Academy Cambridge, MA

DATE: 09/13 - 06/14 LOCATION: Dean College Franklin, MA

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2017-Present LOCATION: Las Delicias Colombia POSITION: Manager

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: DATE:

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

VOTE OF CORPORATIONDATE: 11/20/2020AT A MEETING OF THE BOARD OF DIRECTORS OF _____
SLH Restaurant LLCHELD AT [REDACTED] MA 02151 ON: 11/20/2020IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR A§12 Restaurant All Alcoholic Beverages License

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
404 Harvard Street, Brookline, MAVOTED: TO AUTHORIZE Simon Restrepo TO
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF SLH Restaurant LLC_____
AND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.

THIS CORPORATION HAS _____ BEEN RESOLVED.

A TRUE COPY

ATTEST:

Simon Restrepo
CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)



Applicant - Position: _____ Department/License: _____



Volunteer - Position: _____ Department: _____



Employee - Position: _____ Department: _____



Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Michael Gallego
Applicant/Employee/Volunteer/Contractor Signature

9/18/20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Gallego First Name: Michael MI: A

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (If Applicable): _____ Place of Birth: Boston, MA

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: M Height: 5 ft. 9 in. Race: H Eye Color: Brown

State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Maria Arango Father's Name: Humberto Gallego

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable _____ government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

November 17, 2020

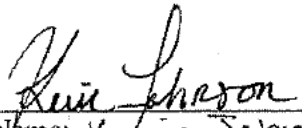
Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Letter of Recommendation for Michael A. Gallego

Dear Selectmen:

I would like to recommend Michael A. Gallego in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Michael has years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,


Name: Kevin Johnson
Address: [REDACTED] MA
Phone: [REDACTED]

November 17, 2020

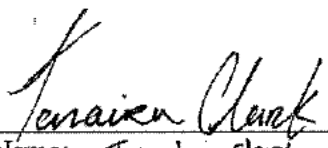
Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Letter of Recommendation for Michael A. Gallego

Dear Selectmen:

I would like to recommend Michael A. Gallego in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Michael has years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,


Name: Tanaire Clark
Address: [REDACTED]
Phone: [REDACTED]

November 17, 2020


Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445



Re: Letter of Recommendation for Michael A. Gallego

Dear Selectmen:

I would like to recommend Michael A. Gallego in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Michael has years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,



Name: Gustavo Ramirez
Address: 
Phone: 

HA



REGISTRY DIVISION OF THE CITY OF BOSTON COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, UNITED STATES OF AMERICA

Certificate R No 042642

I, the undersigned, hereby certify that I hold the office of
City Registrar of the City of Boston and I certify the following facts appear on the
records of Births, Marriages and Deaths kept in said City as required by law.

3. PLACE OF BIRTH 3C. COUNTY SUFFOLK 3B. CITY/TOWN BOSTON		 The Commonwealth of Massachusetts DEPARTMENT OF PUBLIC HEALTH REGISTRY OF VITAL RECORDS AND STATISTICS STANDARD CERTIFICATE OF LIVE BIRTH		3D. CITY/TOWN/TOWNS RETURN BOSTON	
3E. REGISTERED NUMBER 18896					
3A. FACILITY NAME-IF NOT IN FACILITY, NUMBER AND STREET BRIGHAM AND WOMENS HOSPITAL					
4A. FIRST MICHAEL		4B. MIDDLE ALEXANDER		4C. LAST GALLEGO ARANGO	
5. SEX MALE	6A. PLURALITY SINGLE	6B. BIRTH ORDER (If not single, Specify Order, First, Second, etc.)	7. TIME 2:17 A. M.	8. DATE OF BIRTH	
9A. SIGNATURE (If Certify that the Child was Born Alive at Date and Time and Place) <i>Michael Arango</i>		9B. TYPE OR PRINT NAME ALVA NASH		9C. LICENSE NUMBER 26	
10. ADDRESS [REDACTED]		11. STATE MA		12. ZIP CODE 02139	
AT-BIRTH					
10A. FIRST MARIA		10B. MIDDLE ELENA		10C. LAST ARANGO	
11A. CITY/TOWN MEDELLIN		11B. STATE/COUNTRY COLOMBIA		12. DATE OF BIRTH	
13A. NUMBER AND STREET [REDACTED]		13B. CITY/TOWN BOSTON		13C. COUNTY SUFFOLK	
14A. FIRST WILLIAM		14B. MIDDLE HUMBERTO		14C. LAST GALLEGO RAMIREZ	
15A. CITY/TOWN DON NATIAS		15B. STATE/COUNTRY COLOMBIA		16. DATE OF BIRTH	
17A. (I/WE) CERTIFY THAT THE PERSONAL INFORMATION APPEARING ABOVE IS TRUE AND CORRECT.					
17B. DATE SIGNED (Month, Day, Year) Dec. 23, 1994		17C. SIGNING ADDRESS (If different from home # 13 above) [REDACTED]		17D. SIGNATURE OF CHD [REDACTED]	
18. DATE OF RECORD (Month, Day, Year) JAN 10 1995		19. SUPPLEMENT FILED (Month, Day, Year)		20. CLERK/REGISTRAR <i>Judith A. McCarthy</i>	

I further hereby certify that by annex-
on, the Records of the following-
med cities and towns are in the
study of the City Registrar of
dom:-

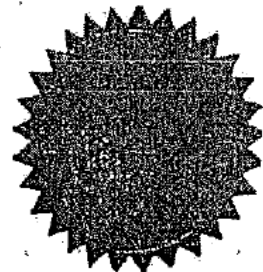
ANNEXED
st Boston.....1637
th Boston.....1804
bury.....1868
chester.....1870
arlestown }
ghton }.....1874
st Roxbury }
de Park.....1912

WITNESS my hand and the SEAL of the CITY REGISTRAR

on this Day of OCT 17 1995, 19.....

Judith A. McCarthy
City Registrar

By Chapter 314 of the Acts of 1892, "the certificates or attestations
of the Assistant City Registrars shall have the same force and effect as
that of the City Registrar."



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on February 23, 2020
provided by Health Communications, Inc.
is hereby granted to:

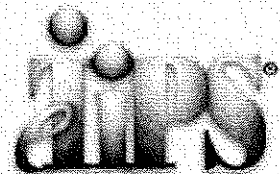
Michael Gallego

Certification to be sent to:

**Toscano's
47 Charles St
Boston MA, 02114-4605 USA**



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



CERTIFICATE OF VOTE

I, Simon Restrepo, SLH Restaurant LLC, a Massachusetts limited liability company, having a usual place of business at 34 Goldie Street, Revere, Massachusetts, hereby certify that the following is a true copy of a vote passed at a meeting of the Members of said company duly called and held by written consent effective as of December ____, 2020, all Members voting, it was unanimously:

VOTED: That the company apply to the Licensing Board for the Town of Brookline for a Sec. 12 Restaurant All Alcoholic Beverage License for the year 2021 to be exercised on the premises located at 404 Harvard Street, Brookline, MA;

VOTED: To appoint **Michael A. Gallego** as its Alternate Manager of record, and hereby grant him with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.

I further certify that the foregoing vote is in full force and effect and has not been amended, modified or revoked.

WITNESS my hand and seal effective as of the ____ day of December, 2020.

Simon Restrepo, Manager

Attest: A true copy.

Checklist for Common Victualler with Alcohol


☒ Common Victualler Application

☒ New Restaurant ☐ Existing

Only
req.
for
new
rest

☒ Description of Operations

☒ Copy of menu

☒ Vote of Corporation

☒ Litter Letter

☒ Delivery description

☒ Renovation Form

☒ License Interview Form

☒ State Tax Verification Form

☒ CORI Acknowledgement Form

☒ General and Liquor Liability Insurance Certificate } Not open yet

☒ Workers' Compensation Insurance Affidavit

☒ Three letters of reference

☒ A set of: a description, illustration, and/or detailed plans

☐ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☒ On-line class will be accepted during the Covid-19 pandemic only

☐ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☒ Alternate Manager Application (if applicable)

☒ Entertainment Application (if applicable)

☐ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

**APPLICATION FOR
COMMON VICTUALLER LICENSE**

DATE: _____

LOCATION: 404 Harvard Street, Brookline, MA

APPLICANT: SLH Restaurant LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Brothers Restaurant

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

SLH Restaurant LLC

NAME	TITLE	EMAIL ADDRESS
Simon Restrepo	Manager	exitomultiservice@gmail.com

TELEPHONE # ADDRESS

[REDACTED]

NAME	TITLE	EMAIL ADDRESS
Michael A. Gallego	Member	mgallego1222@gmail.com

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

Luis F. Lopez

Member

ferluis457@gmail.com

TELEPHONE #

ADDRESS

617-320-3726

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? No

IF YES, LOCATION: AND DATES: _____

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS? YesIF YES, LOCATION: AND DATES See attached.HOURS OF OPERATION FOR FOOD SERVICE:DAYS: Monday to FridayHOURS: 11:00 AM to 10:00 PM (Fri. 11:00 PM)DAYS: SaturdayHOURS: 7:00 AM to 11:00 PMDAYS: SundayHOURS: 7:00 AM to 10:00 PMHOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)DAYS: Sunday HOURS: 12:00 PM - 12:00 AMDAYS: Monday - Saturday HOURS: 10:00 AM - 12:00 AM

DAYS: _____ HOURS: _____

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

Breakfast, Lunch and Dinner, Italian

FLOOR SPACE SQ. FT. 2266BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 74 OUTSIDE: 8Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: _____

NUMBER OF BATHROOMS : EMPLOYEE: PUBLIC: 2NUMBER OF PARKING SPACES (IF ANY): - 0 -NUMBER OF EMPLOYEES: 4-5

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions _____

APPLICANT SIGNATURE Simon R. TITLE: Manager PHONE# 781-526-8924EMAIL ADDRESS exitomultiservice@gmail.com



VOTE OF CORPORATION

DATE: _____

AT A MEETING OF THE BOARD OF DIRECTORS OF SLH Restaurant LLC

HELD AT: Manager ON: exitomultiservice@gmail.com

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR A

Common Victualler License

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
404 Harvard Street, Brookline, MA

VOTED: TO AUTHORIZE Simon Restrepo TO
SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Member

_____ AND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.

THIS CORPORATION HAS Member BEEN RESOLVED.

A TRUE COPY

ATTEST:

Simon R.
CLERK



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

- (1) None

- (2) _____

- (3) _____

- (4) _____

- (5) _____

- (6) _____

DATE: _____ SIGNATURE OF APPLICANT: _____

(PLEASE SUBMIT THREE SETS OF PLANS)



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Common Victualler

NAME: Simon Restrepo

ADDRESS: Manager

EMAIL ADDRESS: exitomultiservice@gmail.com

PHONE #: Member [REDACTED]

PLACE OF BIRTH: Colombia

FATHER'S NAME: Member Jose MOTHER'S MAIDEN NAME: Medina

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 1987 LOCATION: Columbia-High School

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

DATE: 1989-2002 LOCATION: Biba, Boston POSITION DW/Sous Chef

DATE: 2003-2004 LOCATION: Excelsior, Boston POSITION Sous Chef

DATE: 2004-2008 LOCATION: Sibling Rivalry, Boston POSITION Sous Chef

DATE: 2008-Present LOCATION: Scampo, Boston POSITION Exec. Sous Chef

DATE: _____ LOCATION: _____ POSITION _____

SIGNATURE: Simon Restrep DATE: 11/18/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Simon Kestore

*Signature of Individual

Simon F.

By: Corporate Officer



** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

November 17, 2020

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Letter of Recommendation for Simon Restrepo

Dear Selectmen:

I would like to recommend Simon Restrepo in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Simon has many years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,

Lydia Shire

Name: Lydia Shire

Address:

Phone: @

Charlestown MA 02129

November 17, 2020

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

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Very truly yours,

Humberto Gallego
Name: Humberto Gallego
Address: 
Phone: 

November 17, 2020

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

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Dear Selectmen:

I would like to recommend Simon Restrepo in support of the application of SLH Restaurant LLC for a Common Victualler license for the Brothers Restaurant. Simon has many years of experience in the restaurant business. He is an honest and hard-working person, and will help make the Brothers Restaurant very successful. I urge the Board to approve the Common Victualler license application of SLH Restaurant LLC.

Very truly yours,

Alex Pineda

Name: Alex Pineda

Address:

Phone: @



BROTHERS RESTAURANT

APPETIZERS

CLAMS CASINO 9

*Fresh Chopped Clams Stuffed with Herbed Bacon
Butter and Ritz Cracker Crumbs*

ANTIPASTO FOR TWO 18

*Cured Italian Meats, Marinated Artichokes, Olives,
Roasted Red Peppers, Grilled Portobello Mushrooms, and
Cheese (GF)*

FRIED CALAMARI 12

*Fried Golden Brown with Hot Cherry Peppers
Served with House-made Marinara*

FRESH GARLIC BREAD 7

*Toasted Italian Bread Topped with Fresh Garlic, Basil
and Olive Oil Add Cheese 1 (V)*

BLACKENED SCALLOPS 12

*Pan-Seared with Cajun Seasoning
Served over a Bed of Mixed Greens (GF)*

BRUSCHETTA 8

*Slices of Toasted Italian Bread Topped with Plum
Tomatoes, Diced Onions, Fresh Basil and Olive Oil (V)*

FRIED MOZZARELLA 8

*Hand-Breaded Mozzarella Wedges
Served with House-made Marinara Sauce (V)*

SAUTÉED LOCAL MUSSELS 9

*Your Choice of Garlic, Shallots and White Wine or Fra
Diavolo with Spicy Marinara Sauce (GF)*

EGGPLANT ROLLATINI 9

*Rolled with Ricotta, Diced Chicken, and Spinach
Finished with Marinara Sauce and Mozzarella*

STUFFED MUSHROOMS 8

*White Button Mushrooms Stuffed with Ground Beef,
Onions, Garlic, Celery and Bread Crumbs*

GRAND MARNIER SHRIMP 11

*Succulent Egg Battered Jumbo Shrimp
Sautéed in Grand Marnier Sauce (GF)*

BROCCOLI RABE 10

Sautéed with Garlic Oil and Tomatoes and Served with Bread (V)

STUFFED PEPPERS 9

*Stuffed with Ground Beef, Italian Sausage and White
Rice Finished with House-made Marinara*

APPETIZERS

LOBSTER RAVIOLI 13

*Stuffed with Fresh Tender Lobster Meat and Cheese
Tossed with a Sweet Red Bell Pepper Sauce*

SHORT RIB CROSTINI 11

*Braised Short Rib atop Slices of Italian Bread
with Asiago Cheese and Creamy Mashed Potatoes*

ZUPPA

SOUP OF THE DAY 5**PASTA FAGGIOLI 5 (V)****MINISTRONE 5 (V, V+)**

ENSALADA

ADD STEAK TIPS 7 SHRIMP 8 CHICKEN 5 OR SALMON 7**HOUSE SIDE SALAD 4**

*Mesclun Field Greens, Vine-Ripened Tomato, Cucumber, Shredded
Carrots, and Sliced Onion with Balsamic Vinaigrette (GF, V, V+)*

KING KALE CAESAR SALAD 9

*Crisp Romaine, Young Kale, Herb Croutons, and Crispy
Parmesan with House-made Caesar Dressing (V)*

CAPRESE SALAD 9

*Vine-Ripened Tomatoes, Fresh Basil and Fresh
Mozzarella with Aged Balsamic Reduction (GF, V)*

BROTHERS GREEN GURU 9

*Tender Baby Kale, Carrots, Broccoli and Spiced Roasted
Pepitas tossed in a Creamy Tarragon Dressing (GF, V, V+)*

CRANBERRY SALAD 9

*Mixed Greens, Tomatoes, Dried Cranberries and Candied Walnuts
tossed in a Balsamic Gorgonzola Vinaigrette (GF, V, V+)*

ROASTED BEET SALAD 9

*Sliced Red and Gold Beets, Fried Goat Cheese, Shaved
Parmesan and Arugula Finished with Balsamic Vinaigrette (V)*

*Gluten Free (GF), Vegetarian (V), Vegan (V+) Please let your server
know about dietary restrictions or preferences prior to ordering.
We have gluten-free pasta that will be substituted when requested*

**Consumption of raw or undercooked meat, seafood, poultry, shellfish,
or eggs may cause food-borne illness. Before placing your order, please
inform your server if anyone in your party has a food allergy**

BROTHERS RESTAURANT

FLATBREADS

PERFECT FOR ONE OR AS AN APPETIZER TO SHARE 13

CHICKEN BLT

Grilled Chicken, Applewood Smoked Bacon, Roma Tomatoes, Lettuce

SALSICCIA

Italian Sausage, Hot Cherry Peppers

DELUXE

Mushrooms, Peppers, Onions, Sausage, Salami, Pepperoni

CHICKEN BROCCOLI

Grilled Chicken and Broccoli with Alfredo Sauce

CHICKEN AND ROASTED RED PEPPERS

BUFFALO CHICKEN

Spicy Breaded Chicken and Blue Cheese Crumbles with House-made Marinara

FLATBREAD TOPPINGS

CREATE YOUR OWN WITH UP TO 3 TOPPINGS

Anchovies, Artichoke Hearts, Applewood Smoked Bacon, Broccoli Florets, Cherry Peppers, Fried Eggplant, Fresh Garlic, Green Peppers, Grilled Chicken, Ham, Meathalls, Mushrooms, Black Olives, Onions, Pepperoni, Prosciutto, Red Roasted Peppers, Salami, Sausage or Ricotta

PANINIS

CHICKEN PROSCIUTTO PANINI 11

Marinated Grilled Chicken, Sliced Vine-Ripened Tomatoes, Fresh Mozzarella, and Basil Pesto
Pressed Between Slices of Fresh Sourdough Bread

EGGPLANT CAPRESE PANINI 11

Crispy Eggplant, Fresh Mozzarella, Tomatoes and Mixed Greens with Pesto and Balsamic Reduction
Pressed Between Slices of Fresh Sourdough Bread (V)

CHICKEN PARMESAN PANINI 11

Light Breaded Chicken Breast with Melted Mozzarella Cheese and House-made Marinara
Pressed Between Slices of Fresh Sourdough Bread

BROTHERS CLASSICS

**CHOICE OF EITHER PASTA OR CHEFS DAILY SELECTION OF POTATO AND SEASONAL FRESH VEGETABLES

FRANCAISE

Your Choice of Chicken 14, Veal 16 or Shrimp 16
Dipped in an Egg Batter and Sautéed in the White Wine and Lemon Butter Sauce** (GF)

PARMIGIANA

Your Choice of Crispy Eggplant 13, Chicken 14 or Veal 16
Hand-Breaded with Layers of House-made Marinara and Melted Mozzarella Cheese**

SALTIMBOCCA

Your Choice of Chicken Breast 14 or Tender Veal 16
Sautéed with Sage and Mushrooms in White Wine and Butter
Finished with Fresh Mozzarella and Prosciutto** (GF)

MARSALA

Your Choice of Pan-Seared Chicken Breast 14 or Veal 16
Sautéed with Sliced Mushrooms and Diced Prosciutto in Marsala Wine Sauce** (GF)

PICCATA

Your Choice of Chicken Breast 14 or Tender Veal 16
Sautéed with Sliced Mushrooms, Fresh Lemon Juice and Capers in a White Wine and Butter Sauce** (GF)

BROGLIAMENTA FOR TWO

The Perfect Taste of Each of our Veal Marsala, Chicken and Eggplant Parmigiana and House-made Cheese Ravioli
Served with Sautéed Spinach and Grilled Italian Sausage 33

CARNE

HOUSE STEAK TIPS 16

12 oz of Grilled Marinated Steak Tips
Smothered with Mushrooms, Peppers and Onions
Served over Mashed Potatoes (GF)

PORK CHOP WITH VINEGAR PEPPERS 15

Center Cut Pork Chop Served with Vinegar Peppers and Peddler Potatoes (GF)

CHIANTI BRAISED SHORT RIB 18

Fork Tender Slow Braised Beef Short Ribs (GF)
Served with Au Jus, Mashed Potatoes and Grilled Asparagus

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BROTHERS RESTAURANT

PESCE

LOCAL HADDOCK 186

Lightly Seasoned Haddock with Your Choice of Preparation: Baked, Pan-Seared or Francaise over Pasta or with Potato and Seasonal Vegetable (GF)

SAUTÉED MUSSELS 14

Fresh Local Mussels Served over Linguini with Your Choice of House-made Marinara, Scampi or Fra Diavolo (GF)

BROTHERS SALMON 14

Pan-Seared Salmon with a Plum Tomato Caper Sauce Served with Basmati Rice and Grilled Asparagus (GF)

LOBSTER RAVIOLI 18

Our House-made Ravioli Stuffed with Chunks of Fresh Tender Lobster Meat and Cheese Tossed with Crabmeat and Sherry Pink Sauce (GF)

LINGUINI AND CLAMS 16

Fresh Littleneck Clams Sautéed with Diced Garlic and Your Choice of House-made Marinara, Scampi or Fra Diavolo atop Fresh Linguini (GF)

SHRIMP CAPELLINI 16

Delicate Angel Hair Pasta Tossed with Fresh Broccoli, Artichoke Hearts, and Baby Spinach in a Sun-Dried Tomato Cream Sauce with Sautéed Shrimp (GF)

FRUTTI DE MARE 18

Classic Preparation of Shrimp, Scallops, Littleneck Clams, Mussels and Flaky Haddock over Pasta with Your Choice of Marinara, Scampi or Fra Diavolo (GF)

NEED CATERING?

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catering@brothers-restaurant.com
or 617.879.0808

Visit our Sister Restaurants!
Gaietano's Ristorante
271 Main Street, Stoneham, MA 02180
(781) 279-0100

*Airport Diner
10 Furlong Dr., Revere, MA 02151
(781) 289-3979*

**GIFT CERTIFICATES ARE AVAILABLE
PLEASE ASK YOUR SERVER**

ESPECIALTIES

PASTA LOUISE 14

Chicken Breast Sautéed with Tomatoes, Tender Asparagus and Artichoke Hearts Tossed in a Vodka Cream Sauce over Penne (GF)

CHICKEN BROCCOLI FUSILLI 14

Tender Chicken and Fresh Broccoli Florets Tossed with Your Choice of Fresh Garlic and Oil or Creamy Alfredo Sauce (GF)

RIGATONI VODKA 14

Sautéed Chicken, Fresh Bell Peppers, Onions and Fresh Basil Tossed in Pink Vodka Cream Sauce (GF)

BROTHERS PENNE 14

Sautéed Chicken Tossed with Vine-Ripened Tomatoes, Fresh Basil, Pecorino Romano and Cheese (GF)

STEAK TIP PASTA 16

Steak Tips Tossed in Sautéed Garlic, Tomatoes, Onions, Spinach, Feta Cheese, Kalamata Olives and Penne (GF)

CAVATAPPI FORMAGGIO 13

Roasted Eggplant, Fresh Mozzarella, and Roma Tomatoes Tossed with Cavatappi Pasta and Pecorino Romano Cheese (GF, V)

WILD MUSHROOM TORTELLONI 13

Our Signature Tortelloni Stuffed with Porcini and Portobello Mushrooms and Fresh Ricotta Finished with a Tomato Cream Reduction (V)

CHEESE RAVIOLI 14

Our Version of the Classic Stuffed with Four Cheeses and Finished with Bolognese Sauce

TUSCAN RAVIOLI 14

Stuffed with Eggplant, Roasted Red Pepper, Black Olives and Pecorino Romano Cheese Tossed in a Fresh Tomato, Basil and Garlic Cream Sauce (V)

FETTUCCINE CARBONARA

Fettuccine Tossed with Diced Pancetta, Sweet Peas, Sliced Mushrooms and Diced Roma Tomatoes Finished with Romano Cheese, Cream and Butter Sauce with Your Choice of Sautéed Chicken 14 or Scallops 16 (GF)

CLASSIC CHICKEN SPINACI 14

Egg Battered Chicken Sautéed with Mushrooms and Spinach in a Marsala Cream Sauce over Your Choice of Pasta (GF)

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BROTHERS RESTAURANT

APPETIZERS

CLAMS CASINO 11

Fresh Chopped Clams Stuffed with Herbed Bacon Butter and Ritz Cracker Crumbs

ANTIPASTO FOR TWO 19

Cured Italian Meats, Marinated Artichokes, Olives, Roasted Red Peppers, Grilled Portobello Mushrooms, and Cheese (GF)

FRIED CALAMARI 13

Fried Golden Brown with Hot Cherry Peppers Served with House-made Marinara

FRESH GARLIC BREAD 8

Toasted Italian Bread Topped with Fresh Garlic, Basil and Olive Oil Add Cheese 1 (V)

BLACKENED SCALLOPS 13

Pan-Seared with Cajun Seasoning Served over a Bed of Mixed Greens (GF)

BRUSCHETTA 9

Slices of Toasted Italian Bread Topped with Plum Tomatoes, Diced Onions, Fresh Basil and Olive Oil (V)

FRIED MOZZARELLA 9

Hand-Breaded Mozzarella Wedges Served with House-made Marinara Sauce (V)

SAUTÉED LOCAL MUSSELS 11

Your Choice of Garlic, Shallots and White Wine or Fra Diavolo with Spicy Marinara Sauce (GF)

EGGPLANT ROLLATINI 10

Rolled with Ricotta, Diced Chicken, and Spinach Finished with Marinara Sauce and Mozzarella

STUFFED MUSHROOMS 9

White Button Mushrooms Stuffed with Ground Beef, Onions, Garlic, Celery and Bread Crumbs

GRAND MARNIER SHRIMP 13

Succulent Egg Battered Jumbo Shrimp Sautéed in Grand Marnier Sauce (GF)

BROCCOLI RABE 11

Sautéed with Garlic Oil and Tomatoes and Served with Bread (V)

STUFFED PEPPERS 9

Stuffed with Ground Beef, Italian Sausage and White Rice Finished with House-made Marinara

APPETIZERS

LOBSTER RAVIOLI 13

Stuffed with Fresh Tender Lobster Meat and Cheese Tossed with a Sweet Red Bell Pepper Sauce

SHORT RIB CROSTINI 13

Braised Short Rib atop Slices of Italian Bread with Asiago Cheese and Creamy Mashed Potatoes

ZUPPA

SOUP OF THE DAY

PASTA FAGGIOLI 6 (V)

MINISTRONE 5 (V, V+)

ENSALADA

ADD STEAK TIPS 7 SHRIMP 8 CHICKEN 5 OR SALMON 7

HOUSE SIDE SALAD 4

Mesclun Field Greens, Vine-Ripened Tomato, Cucumber, Shredded Carrots, and Sliced Onion with Balsamic Vinaigrette (GF, V, V+)

KING KALE CAESAR SALAD 9

Crisp Romaine, Young Kale, Herb Croutons, and Crispy Parmesan with House-made Caesar Dressing (V)

CAPRESE SALAD 9

Vine-Ripened Tomatoes, Fresh Basil and Fresh Mozzarella with Aged Balsamic Reduction (GF, V)

BROTHERS GREEN GURU 9

Tender Baby Kale, Carrots, Broccoli and Spiced Roasted Pepitas tossed in a Creamy Tarragon Dressing (GF, V)

CRANBERRY SALAD 10

Mixed Greens, Tomatoes, Dried Cranberries and Candied Walnuts tossed in a Balsamic Gorgonzola Vinaigrette (GF, V)

ROASTED BEET SALAD 10

Sliced Red and Gold Beets, Fried Goat Cheese, Shaved Parmesan and Arugula Finished with Balsamic Vinaigrette (V)

Gluten Free (GF), Vegetarian (V), Vegan (V+) Please let your server know about dietary restrictions or preferences prior to ordering. We have gluten-free pasta that will be substituted when requested

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BROTHERS RESTAURANT

FLATBREADS

PERFECT FOR ONE OR AS AN APPETIZER TO SHARE 13

CHICKEN BLT

Grilled Chicken, Applewood Smoked Bacon, Roma Tomatoes, Lettuce

SALSICCIA

Italian Sausage, Hot Cherry Peppers

DELUXE

Mushrooms, Peppers, Onions, Sausage, Salami, Pepperoni

CHICKEN BROCCOLI

Grilled Chicken and Broccoli with Alfredo Sauce

CHICKEN AND ROASTED RED PEPPERS

BUFFALO CHICKEN

Spicy Breaded Chicken and Blue Cheese Crumbles with House-made Marinara

FLATBREAD TOPPINGS

CREATE YOUR OWN WITH UP TO 3 TOPPINGS

Anchovies, Artichoke Hearts, Applewood Smoked Bacon, Broccoli Florets, Cherry Peppers, Fried Eggplant, Fresh Garlic, Green Peppers, Grilled Chicken, Ham, Meatballs, Mushrooms, Black Olives, Onions, Pepperoni, Prosciutto Red Roasted Peppers, Salami, Sausage or Ricotta

BROTHERS CLASSICS

****CHOICE OF EITHER PASTA OR CHEFS DAILY SELECTION OF POTATO AND SEASONAL FRESH VEGETABLES**

FRANCAISE

YOUR CHOICE OF CHICKEN 17, VEAL 19 OR SHRIMP 19

Dipped in an Egg Batter and Sautéed in the White Wine and Lemon Butter Sauce** (GF)

PARMIGIANA

YOUR CHOICE OF EGGPLANT 16, CHICKEN 17 OR VEAL 19

Hand-Breaded with Layers of House-made Marinara and Melted Mozzarella Cheese**

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BROTHERS CLASSICS

SALTIMBOCCA

YOUR CHOICE OF CHICKEN BREAST 17 OR TENDER VEAL 19

Sautéed with Sage and Mushrooms in White Wine and Butter Finished with Fresh Mozzarella and Prosciutto** (GF)

MARSALA

YOUR CHOICE OF PAN-SEARED CHICKEN BREAST 17 OR VEAL 19

Sautéed with Sliced Mushrooms and Diced Prosciutto in Marsala Wine Sauce** (GF)

PICCATA

YOUR CHOICE OF CHICKEN BREAST 17 OR TENDER VEAL 19

Sautéed with Sliced Mushrooms, Fresh Lemon Juice and Capers in a White Wine and Butter Sauce** (GF)

BROGLIAMENTA FOR TWO

The Perfect Taste of Each of our Veal Marsala, Chicken and Eggplant Parmigiana and House-made Cheese Ravioli Served with Sautéed Spinach and Grilled Italian Sausage 33

CARNE

HOUSE STEAK TIPS 19

12 oz of Grilled Marinated Steak Tips Smothered with Mushrooms, Peppers and Onions Served over Mashed Potatoes (GF)

FILET MIGNON 28

10 oz Filet Mignon Served over Mashed Potatoes with Grilled Asparagus and Classic Red Wine Demi-Glace (GF)

PORK CHOP WITH VINEGAR PEPPERS 18

Center Cut Pork Chop Served with Vinegar Peppers and Peddler Potatoes (GF)

DELMONICO STEAK 28

A True Feast of a 14 oz. Black Angus Ribeye Served with Mashed Potatoes, Seasonal Fresh Vegetables and Classic Red Wine Demi-Glace (GF)

CHIANTI BRAISED SHORT RIB 24

Fork Tender Slow Braised Beef Short Ribs (GF) Served with Au Jus, Mashed Potatoes and Grilled Asparagus

Gluten Free (GF), Vegetarian (V), Vegan (V+) Please let your server know about dietary restrictions or preferences prior to ordering. We have gluten-free pasta that will be substituted when requested

PESCE

LOCAL HADDOCK 18

Lightly Seasoned Haddock with Your Choice of Preparation: Baked, Pan-Seared or Francaise over Pasta or with Potato and Seasonal Vegetable (GF)

SAUTÉED MUSSELS 17

Fresh Local Mussels Served over Linguini with Your Choice of House-made Marinara, Scampi or Fra Diavolo (GF)

BROTHERS SALMON 18

Pan-Seared Salmon with a Plum Tomato Caper Sauce Served with Basmati Rice and Grilled Asparagus (GF)

LOBSTER RAVIOLI 21

Our House-made Ravioli Stuffed with Chunks of Fresh Tender Lobster Meat and Cheese Tossed with Crabmeat and Sherry Pink Sauce

LINGUINI AND CLAMS 18

Fresh Littleneck Clams Sautéed with Diced Garlic and Your Choice of House-made Marinara, Scampi or Fra Diavolo atop Fresh Linguini (GF)

SHRIMP CAPELLINI 19

Delicate Angel Hair Pasta Tossed with Fresh Broccoli, Artichoke Hearts, and Baby Spinach in a Sun-Dried Tomato Cream Sauce with Sautéed Shrimp (GF)

FRUTTI DE MARE 22

Classic Preparation of Shrimp, Scallops, Littleneck Clams, Mussels and Flaky Haddock over Pasta with Your Choice of Marinara, Scampi or Fra Diavolo (GF)

PAN-SEARED SCALLOPS 20

Served over Vegetable Risotto and Finished with an Arugula Salad

ESPECIALTIES

LAMB SHANK 19

Served with Butternut Squash and Brussel Sprout Risotto and Finished with Arugula Salad

PASTA BOLOGNESE 18

Your choice of Pasta Topped with our House-made Meat Sauce

PASTA LOUISE 18

Chicken Breast Sautéed with Tomatoes, Tender Asparagus and Artichoke Hearts Tossed in a Vodka Cream Sauce over Penne (GF)

CHICKEN BROCCOLI FUSILLI 18

Tender Chicken and Fresh Broccoli Florets Tossed with Your Choice of Fresh Garlic and Oil or Creamy Alfredo Sauce (GF)

RIGATONI VODKA 18

Sautéed Chicken, Fresh Bell Peppers, Onions and Fresh Basil Tossed in Pink Vodka Cream Sauce (GF)

BROTHERS PENNE 18

Sautéed Chicken Tossed with Vine-Ripened Tomatoes, Fresh Basil, Pecorino Romano and Cheese (GF)

STEAK TIP PASTA 19

Steak Tips Tossed in Sautéed Garlic, Tomatoes, Onions, Spinach, Feta Cheese, Kalamata Olives and Penne (GF)

CAVATAPPI FORMAGGIO 17

Roasted Eggplant, Fresh Mozzarella, and Roma Tomatoes Tossed with Cavatappi Pasta and Pecorino Romano Cheese (GF, V)

WILD MUSHROOM TORTELLONI 17

Our Signature Tortelloni Stuffed with Porcini and Portobello Mushrooms and Fresh Ricotta Finished with a Tomato Cream Reduction (V)

CHEESE RAVIOLI 16

Our Version of the Classic Stuffed with Four Cheeses and Finished with Bolognese or Marinara Sauce

TUSCAN RAVIOLI 17

Stuffed with Eggplant, Roasted Red Pepper, Black Olives and Pecorino Romano Cheese Tossed in a Fresh Tomato, Basil and Garlic Cream Sauce (V)

FETTUCCINE CARBONARA

Fettuccine Tossed with Diced Pancetta, Sweet Peas, Sliced Mushrooms and Diced Roma Tomatoes Finished with Romano Cheese, Cream and Butter Sauce with Your Choice of Sautéed Chicken 17 or Scallops 19 (GF)

CLASSIC CHICKEN SPINACI 17

Egg Battered Chicken Sautéed with Mushrooms and Spinach in a Marsala Cream Sauce over Your Choice of Pasta (GF)

Gluten Free (GF), Vegetarian (V), Vegan (V+) Please let your server know about dietary restrictions or preferences prior to ordering. We have gluten-free pasta that will be substituted when requested

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NEED CATERING?

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Visit our Sister Restaurants!
Giacino's Ristorante
271 Main Street, Stoneham, MA 02180
(781) 379-0100

Airport Diner
10 Furlong Dr, Revere, MA 02151
(781) 239-3979

GIFT CERTIFICATES ARE AVAILABLE
PLEASE ASK YOUR SERVER

BREAKFAST

CHALLAH FRENCH TOAST

SUBSTITUTE REAL MAPLE SYRUP 3, ADD TWO EGGS 4
ADD BACON 3, ADD SAUSAGE 3

CLASSIC 10

Slices of Golden Brown Challah Bread (V)
Add Fresh Fruit and Whipped Cream 3

GLUTEN FREE FRENCH TOAST 14

Topped with Fresh Fruit and Whipped Cream (GF, V)

COCONUT SUNDAE 13

Slices of Golden Brown Challah Bread Topped with
Vanilla Bean Ice Cream, Strawberries, Bananas and
Caramel Rum Sauce (V)

RICOTTA CHEESE AND FIG JAM STUFFED 13

Topped with Fresh Strawberries and Bananas (V)
Top with Seasonal Fresh Fruit Salad Add 2

NUTELLA STUFFED 13

Topped with Bananas (V)
Top with Seasonal Fresh Fruit Salad Add 2

PANCAKES AND WAFFLES

SUBSTITUTE REAL MAPLE SYRUP 3, ADD TWO EGGS 4
ADD BACON 3, ADD SAUSAGE 3

PLAIN PANCAKES 11 (V)

CHOCOLATE STRAWBERRY PANCAKES 12 (V)

CHOCOLATE COCONUT PANCAKES 12 (V)

TRIPLE BERRY PANCAKES 12 (V)

BANANA NUT PANCAKES 12 (V)

PLAIN WAFFLE 11 (V)

WAFFLE WITH FRESH FRUIT 14 (V)

BANANA NUT WAFFLE 14 (V)

FRESH FRUIT AND PARFAITS

FRESH FRUIT, YOGURT AND HOMEMADE GRANOLA 11 (V)

SEASONAL FRESH FRUIT BOWL 11 (GF, V, V+)

TOAST CHOICES FOR OMELETS AND PLATES

BREAKFAST SIDES

BREAKFAST MEATS 3

Smoked Bacon, Ham, Turkey Bacon,
Turkey Sausage Patty, Pork Sausage Links,
Canadian Bacon (GF)

HOMEMADE CORNED BEEF HASH 6

Corned Beef, Red Peppers and Diced Potatoes Tossed Together (GF)

SIDE OF STEAK TIPS 7

Our House Marinated Steak Tips (GF)

TWO EGGS ANY STYLE 4 (GF, V)

EXTRA HOLLANDAISE SAUCE 2 (GF, V)

SIDE OF SMOKED SALMON 7 (GF)

TOAST 2

White, Wheat or English Muffin (V)

GLUTEN FREE TOAST 3 (V)

BAGEL 3

Served with Cream Cheese (V)

HOME FRIES 3 (GF, V, V+)

HOME-MADE MUFFINS 3.5

Choice of Blueberry or Corn (V)

PLAIN PANCAKES HALF ORDER 7 (V)

FRUIT PANCAKES HALF ORDER 8 (V)

PLAIN FRENCH TOAST HALF ORDER 7 (V)

STUFFED FRENCH TOAST HALF ORDER 8 (V)

STUFFED FRENCH TOAST HALF ORDER 8 (V)

A variety of dishes can be modified to accommodate
vegan food preferences. It is important to us that
everyone can enjoy a meal in our restaurant. Please
ask your server for assistance.

KIDS 9

MICKEY MOUSE PANCAKE

CONFETTI PANCAKE

Kids Meals Include a Kiddie Beverage

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Giuseppe's Restaurant
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(781) 279-0100

Airport Diner
10 Furlong Dr, Rye, MA 02151
(781) 239-3275

GIFT CERTIFICATES ARE AVAILABLE
PLEASE ASK YOUR SERVER

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about dietary restrictions or preferences prior to ordering. We have
gluten-free bread that will be substituted when requested

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or eggs may cause food-borne illness. Before placing your order, please
inform your server if anyone in your party has a food allergy*

LUNCH

SALADS

ADD STEAK TIPS 7 SHRIMP 8 CHICKEN 5 OR SALMON 7
KING KALE CAESAR SALAD 9

Crisp Romaine, Young Kale, Herb Croutons, and Crispy Parmesan with House-made Caesar Dressing (V)

BROTHERS GREEN GURU 9

Tender Baby Kale, Carrots, Broccoli and Spiced Roasted Pepitas tossed in a Creamy Tarragon Dressing (V)

ROASTED BEET SALAD 11

Sliced Red and Gold Beets, Fried Goat Cheese, Shaved Parmesan and Arugula Finished with Balsamic Vinaigrette (V)

APPETIZERS

LOBSTER RAVIOLI 13

Stuffed with Fresh Tender Lobster Meat and Cheese Tossed with a Sweet Red Bell Pepper Sauce

SHORT RIB CROSTINI 13

Braised Short Rib atop Slices of Italian Bread with Asiago Cheese and Creamy Mashed Potatoes

FRIED CALAMARI 13

Fried Golden Brown with Hot Cherry Peppers Served with House-made Marinara

FRIED MOZZARELLA 9

Hand-Breaded Mozzarella Wedges Served with House-made Marinara Sauce (V)

EGGPLANT ROLLATINI 10

Rolled with Ricotta, Diced Chicken, and Spinach Finished with Marinara Sauce and Mozzarella

GRAND MARNIER SHRIMP 13

Succulent Egg Battered Jumbo Shrimp Sautéed in Grand Marnier Sauce (GF)

CRAB CAKES 12

Served with Arugula Salad and Chipotle Pepper Aioli

MIMOSAS

MIMOSA GLASS 7, XL GLASS 12, PITCHER 27

Bubbles with a Choice of the Following: Fresh Squeezed OJ, Peach, Limoncello, Pink Lemonade, Mango Tango, Grapefruit, Passionfruit, Tropical, Strawberry, Mango, Passion-Berry or Pear

MIMOSA FLIGHTS 18

Your Choice of 4 Flavors

ENTREES

CHICKEN AND PROSCIUTTO PANINI 12

Marinated Grilled Chicken, Sliced Vine-Ripened Tomatoes, Fresh Mozzarella Cheese and Basil Pesto Pressed Between Slices of Fresh Sourdough Bread

MEATBALL PANINI 11

Our Meatballs Sliced and Layered with Melted Mozzarella and House-made Marinara Pressed Between Slices of Fresh Sourdough Bread

EGGPLANT CAPRESE PANINI 11

Crispy Eggplant, Fresh Mozzarella, Tomatoes and Mixed Greens with Pesto and Balsamic Reduction Pressed Between Slices of Fresh Sourdough Bread (V)

AVOCADO CHICKEN SANDWICH 16

Crispy Chicken with Applewood Smoked Bacon, Jack Cheese and Golden Brown French Fries

GRILLED CHEESE 11

Served with Golden Brown French Fries (V)
 Add Tomato 1, Add Applewood Smoked Bacon 2
 Add Avocado 2

BEVERAGES

COFFEE, DECAF OR TEA 3.25**

FRESH SQUEEZED ORANGE JUICE 5

ICED COFFEE 3.25**

UNSWEETENED ICED TEA 3.25**

LATTE, CAPPUCCINO OR AMERICANO 5

ESPRESSO 4

DULCE DE LECHE CAPPUCCINO 6

DELUXE HOT CHOCOLATE WITH MARSHMALLOWS 5

TOMATO, APPLE, CRANBERRY OR GRAPEFRUIT JUICE 4

STRAWBERRY LEMONADE 5

SOY OR ALMOND MILK SUBSTITUTE FOR COFFEE ADD 1

WHOLE MILK OR CHOCOLATE MILK BY GLASS 4

FOUNTAIN SODAS 3.25**

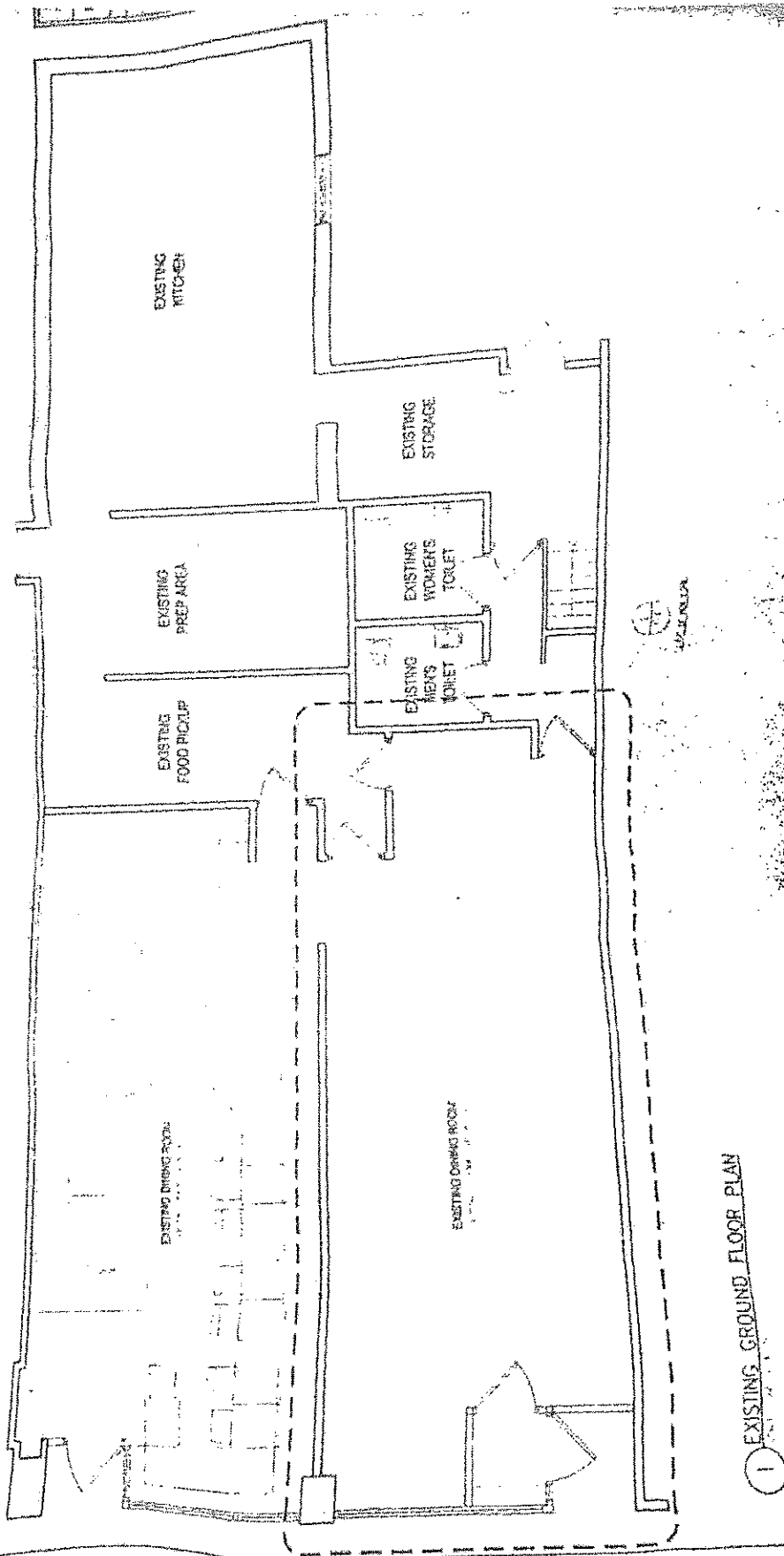
free refills**

*Consumption of raw or undercooked meat, seafood, poultry, shellfish, or eggs may cause food-borne illness. Before placing your order, please inform your server if anyone in your party has a food allergy.

Gluten Free (GF), Vegetarian (V), Vegan (V+) Please let your server know about dietary restrictions or preferences prior to ordering. We have gluten-free bread that will be substituted when requested.

11/12/2020

IMG_2743.jpg



SIMON RESTREPO

111 Eliot rd. Revere MA / 781-526-8924 / exitomultiservice@gmail.com

Executive Chef and business owner

Looking to continue my portfolio of knowledge and business opportunities. Have working in the restaurant industry for 30+ years with some of the most talented in the industry. Own and operate my own business and have learned so much from every aspect of the business. Started as a dish washer and worked my way up to an executive chef of a restaurant that serves 80-100,000 meals a year.

Experience

Biba, Boston

Dish washer- Sous chef 1989-2002

This was Lydia Shires first restaurant in Boston Ma, I started as a Dish washer and soon became one of Lydia's right hand men. I Learned everything from basic cooking skills, to prep, butchering, stock and sauces, ordering, inventory and all the skills to become a sous chef. Working at this restaurant the entire time it was open.

Excelsior Boston

Sous Chef 2003-2004

Once Lydia left I left with her. Took this opportunity to regroup and think of a new company.

Sibling Rivalry Boston

Sous Chef 2004-2008

Worked with the Kinhead Brothers and what an experience that was! Two chefs Two menus two knowledge banks!

Scampo Boston

Executive Sous chef- Executive Chef 2008- present

Lydia Shire once again opens an amazing restaurant in the Liberty Hotel by Mass General Hospital, While at this restaurant I helped Lydia Shire Open two other restaurants. Blue Sky in York Beach Maine also helped open Towne Stove and spirits.

Awards and Acknowledgements

Have been to L.A, Cleveland, New York and Boston Food and wine. Honored at the James Beard house in NYC

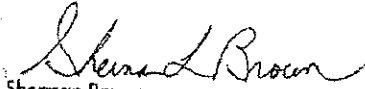
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ServSafe

ID # 15576054
CARD # 15550041

ServSafe Alcohol® CERTIFICATE

SIMON RESTREPO



NAME

11/14/2020

DATE OF EXAMINATION

Card expires three years from the date of examination. Expiration apply

NOTE: You can access your score and certification information anytime at

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

or

© 2017 National Restaurant Association. All rights reserved. ServSafe and the ServSafe logo are trademarks of the National Restaurant Association. The ServSafe logo is a registered trademark of the National Restaurant Association. All rights reserved. 7/17/18

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: SLH Restaurant LLC	CITY/TOWN: Brookline
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APPLICANT INFORMATION


LAST NAME: Restrepo	FIRST NAME: Simon	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Boston, MA	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Medina	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 5"	WEIGHT: 205
EYE COLOR: Grey		
CURRENT ADDRESS: 111 Eliot Road		
CITY/TOWN: Revere	STATE: MA	ZIP: 02151
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

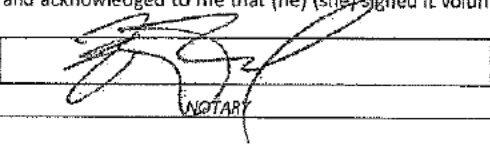
PRINTED NAME: Simon Restrepo	APPLICANT/EMPLOYEE SIGNATURE: <i>Simon Restrepo</i>
------------------------------	---

NOTARY INFORMATION

On this November 18, 2020 before me, the undersigned notary public, personally appeared Simon Restrepo
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



FRANK T. RAVINAL
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 13, 2026



NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI: via mail or by fax to (617) 656-4614.

SUPPLEMENT TO COMMON VICTUALLER APPLICATION
OF SLH RESTAURANT LLC

General description of operations. Full service restaurant with dine-in and take out service. Lunch and dinner served every day from 11:30 am to 3:00 pm. Dinner served from 4:00 pm to 10:00 pm. Brunch served weekends Saturday and Sunday from 7:00 am to 3:00 pm. Deliveries made using an in-house delivery driver and also use Uber Eats, Door Dash and other third party delivery companies.

Litter plan. Trash is removed by Republic Trash company one a week. Business uses a trash bin and recycle bin.



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: §12 Restaurant

NAME: Michael A. Gallego

ADDRESS: [REDACTED]

EMAIL ADDRESS: _____

PHONE #: SLH Restaurant LLC

PLACE OF BIRTH: _____

FATHER'S NAME: _____

MOTHER'S MAIDEN NAME: Arango

ARE YOU A CITIZEN?

YES



NO



ALIEN CARD # _____

ARE YOU A VETERAN:

YES



NO



RESIDENCES FOR LAST FIVE YEARS

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

EDUCATION

DATE: 09/09 - 06/13 LOCATION: Prospect Hill Academy Cambridge, MA

DATE: 09/13 - 06/14 LOCATION: Dean College Franklin, MA

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2017-Present LOCATION: Las Delicias Colombia POSITION: Manager

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Michael Sully DATE: 11-18-20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: SLH Restaurant LLC

D/B/A Brothers Restaurant

LOCATION: 404 Harvard Street, Brookline, MA

TELEPHONE # 781-526-8924 EMAIL ADDRESS: exitomultiservice@gmail.com

TYPE OF ENTERTAINMENT:

(1) RADIO X TAPED MUSIC _____ JUKE BOX _____ TELEVISION X

DAYS: _____ HOURS: FROM: _____ TO: _____

(2) MOVIES _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(3) DANCING _____ PRIVATE _____ PUBLIC _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(4) INSTRUMENTAL MUSIC X TYPE OF INSTRUMENTS: Guitar
 #OF INSTRUMENTS _____

DAYS: Friday + Saturday HOURS: FROM: 7:00 pm TO: 12:00 am

(5) VOCAL MUSIC: X #OF VOCALIST: 1

DAYS: Friday + Saturday HOURS: FROM: 7:00 pm TO: 12:00 am

(6) EXHIBITION (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(7) FLOOR SHOW (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

Samon Restrepo

SIGNATURE OF APPLICANT

11/18/20

DATE

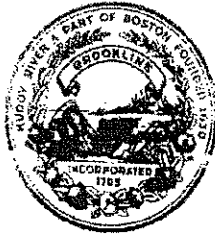
(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING

JUKE BOX

LIVE ENTERTAINMENT



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR OUTDOOR SEATING
APRIL 15TH TO OCTOBER 15TH
(Common Victualler)

DATE: November 18, 2020

LOCATION: 404 Harvard Street, Brookline, MA

APPLICANT: SLH Restaurant LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Brothers Restaurant

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

DAYS: Monday to Thursday HOURS: 8 AM to 11 PM

DAYS: _____ HOURS: _____

DAYS: Friday to Sunday HOURS: 7 AM to 11 PM

NUMBER OF OUTDOOR TABLES AND SEATS: 4 tables 8 seats

NUMBER OF INDOOR SEATING DURING MONTHS OF OUTDOOR SERVICE: 66 seats

LOCATION OF OUTDOOR TABLES AND SEATS: next to the windows

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00. By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

APPLICANT SIGNATURE: Simon Reston TITLE: Manager PHONE#: 781-526-8924
 EMAIL ADDRESS: exitomultiservice@gmail.com

APPLICANTS FOR OUTDOOR SEATING ON PUBLIC SIDEWALKS MUST APPLY FOR AND OBTAIN A PERMIT FROM DPW

(Please attach plan showing location and layout of outdoor seating.)

- Property line between the Town and applicant.
- Location of buildings in relation to property line.
- Handicap accessibility ramps.
- Locus of plan shall cover the entire frontage of the lot.
- Signs, street lights, parking meters, street furniture, and any other objects within the locus.
- Slope of sidewalk.
- Location and type of proposed tables, chairs, planters, etc.
- Location of 4' wide (min.) path of travel.



**TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH**

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M**

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: January 5, 2021

Re: The Brothers Restaurants
404 Harvard St
SLH Restaurants LLC, Applicant

Please be advised that the Department of Public Health has no objection to the issuance of an All Kinds CV/Entertainment/Alt Manager/Outdoor Seating recommendation to the above noted establishment.

This recommendation is under the following conditions:

- The operator must complete the Department of Public Health Town of Brookline Business Reopening Packet for Restaurants.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety and Allergy Awareness Certification

12.A.

- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- All required applications and fees are submitted to Department as required.
- All approved outdoor seating must be posted "No Smoking" as required by Town By-Law.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard:CVFoodEnt20

Town-BHA Partnership

Brookline's Town-BHA Partnership is designed to more formally bring stakeholders together to better understand and meet the needs of residents of Brookline's Housing Authority. A critical focus of the partnership is investing in the long-term wellness and prosperity of our residents.

Membership:

- Select Board Members (2; one as co-chair)
- BHA Executive Director (co-chair)
- Town Administrator
- Advisory Committee Chair
- BHA Board of Commissioners Chair
- BHA Family Property Resident
- BHA Senior Property Resident
- Brookline Community Foundation Executive Director
- Brookline Center for Mental Health Chief Executive Officer
- Steps to Success Executive Director
- Brookline Food Pantry Executive Director
- Springwell Executive Director (BHA Elderly Service Coordinator)
- BHA Director of Redevelopment
- BHA Director of Maintenance

Members will meet at least quarterly, with meetings alternating in focus between resident services and capital needs.

14.A.

SCHEDULE FOR 2021 ANNUAL TOWN MEETING

JANUARY 5 (Tues.)	BOARD VOTES ON TM AND ELECTION DATES
JANUARY 24 (Thur.)	POST NOTICES FOR WARRANT OPENING DATE (By-Laws say 14 days before opening of warrant)
FEBRUARY 4 (Thur.)	OPENING OF WARRANT
MARCH 4 (Thur.)	CLOSING OF WARRANT (By-Laws say 75 days before TM)
MARCH 9 (Tues.)	BOARD TO REVIEW AND SIGN WARRANT (By-Laws say "...as soon as practicable thereafter signed")
	<i>BOARD TO REVIEW ARTICLES</i>
MARCH 10 (Wed.)	SEND TO TAB
MARCH 16 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
MARCH 17 (Wed.)	RECEIVE BACK FROM TAB FOR PROOFING
MARCH 18 (Thur.)	RETURN PROOF BACK TO TAB FOR AD (To be published in March 25th Tab)
by MARCH 22 (Fri.)	POST / ADVERTISE / DISTRIBUTE WARRANTS (<u>Posting</u> is required to be done at least 14 days before an ATM. That date would be May 4. Signed warrant to Town Clerk.) <u>Advertising/Distribution</u> – mail to TMM's, publish in newspaper, posted on website – is required to be done only 15 days before an ATM. That date would be May 3.)
MARCH 23 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
MARCH 30 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 6 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 13 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 20 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 23 (Fri.)	BEGIN TO SEND RECOMMENDATIONS TO SELECT BOARD FOR REVIEW AND COMMENT
APRIL 29 (Thurs.)	FINAL COMMENTS ON RECOMMENDATIONS DUE
APRIL 30 (Fri.)	REPORT SENT TO MAILROOM FOR PRINTING
MAY 3 (Mon.)	MAIL COMBINED REPORTS (ANNUAL REPORT) (By-Laws say 15 days before Annual TM)
MAY 4 (Tues.)	TOWN ELECTION
MAY 19 (Wed.)	TOWN MEETING
MAY 20 (Thur.)	TOWN MEETING
MAY 25 (Tues.)	TOWN MEETING (if necessary)
MAY 27 (Thurs.)	TOWN MEETING (if necessary)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 11/6/2020 7:00 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Christiana Akins
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Martin Luther King Board, Planning Board
What type of experience can you offer this Board/Commission?	Event planning experience, 6 years working in education at high school and university level, advanced education and training on access and equity
What type of issue would you like to see this Board/Commission address?	Perspectives from multiple backgrounds
Are you involved in any other Town activities?	Active Farmers' Market attendee
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I assume they are all on Zoom now so I should be OK.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Christiana Akins CV October 2020.pdf

Email not displaying correctly? [View it in your browser.](#)